

Form 1—Vendor's statement

(Section 7 *Land and Business (Sale and Conveyancing) Act 1994*)

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Preliminary

To the purchaser:

The purpose of a statement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* is to put you on notice of certain particulars concerning the land to be acquired.

If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

The *Aboriginal Heritage Act 1988* protects any Aboriginal site or object on the land. Details of any such site or object may be sought from the "traditional owners" as defined in that Act.

If you desire additional information, it is up to you to make further inquiries as appropriate.

Instructions to the vendor for completing this statement:

means the Part, Division, particulars or item may not be applicable

If it is applicable, ensure the box is ticked and complete the Part, Division, particulars or item.

If it is not applicable, ensure the box is empty or strike out the Part, Division, particulars or item. Alternatively, the Part, Division, particulars or item may be omitted but not in the case of an item or heading in the table of particulars in Division 1 of the Schedule that is required by the instructions at the head of that table to be retained as part of this statement.

* means strike out or omit the option that is not applicable.

All questions must be answered with a YES or NO (inserted in the place indicated by a rectangle or square brackets below or to the side of the question).

If there is insufficient space to provide any particulars required, continue on attachments

Part A—Parties and land

1 Purchaser:

Address:

2. Purchaser's registered agent:

Address:

3 Vendor:

Address

4 Vendor's Registered Agent:

Address

5 Date of contract (if made before this statement is served):

6 Description of the land

[Identify the land including any certificate of title reference]

Part B—Purchaser's cooling-off rights and proceeding with the purchase

To the purchaser:

Right to cool-off (section 5)

1—Right to cool-off and restrictions on that right

You may notify the vendor of your intention not to be bound by the contract for the sale of the land UNLESS—

- (a) you purchased by auction; or
- (b) you purchased on the same day as you, or some person on your behalf, bid at the auction of the land; or
- (c) you have, before signing the contract, received independent advice from a legal practitioner and the legal practitioner has signed a certificate in the prescribed form as to the giving of that advice; or
- (d) you are a body corporate and the land is not residential land; or
- (e) the contract is made by the exercise of an option to purchase not less than 5 clear business days after the grant of the option and not less than 2 clear business days after service of this form; or
- (f) the sale is by tender and the contract is made not less than 5 clear business days after the day fixed for the closing of tenders and not less than 2 clear business days after service of this form; or
- (g) the contract also provides for the sale of a business that is not a small business.

2—Time for service

The cooling-off notice must be served—

- (a) if this form is served on you before the making of the contract—before the end of the second clear business day after the day on which the contract was made; or
- (b) if this form is served on you after the making of the contract—before the end of the second clear business day from the day on which this form is served.

However, if this form is not served on you at least 2 clear business days before the time at which settlement takes place, the cooling-off notice may be served at any time before settlement.

3—Form of cooling-off notice

The cooling-off notice must be in writing and must be signed by you.

4—Methods of service

The cooling-off notice must be—

- (a) given to the vendor personally; or
- (b) posted by registered post to the vendor at the following address:

45 Ninth Avenue St Peters SA 5069

(being the vendor's last known address); or

- (c) transmitted by fax or email to the following fax number or email address:

sonia@adelaidepropertybrokers.com.au

(being a number or address provided to you by the vendor for the purpose of service of the notice); or

- (d) left for the vendor's agent (with a person apparently responsible to the agent) at, or posted by registered post to the agent at, the following address:

140 Findon Road Woodville West SA 5011

(being *the agent's address for service under the *Land Agents Act 1994*/ an address nominated by the agent to you for the purpose of service of the notice).

Note—

Section 5(3) of the *Land and Business (Sale and Conveyancing) Act 1994* places the onus of proving the giving of the cooling-off notice on the purchaser. It is therefore strongly recommended that—

- (a) if you intend to serve the notice by leaving it for the vendor's agent at the agent's address for service or an address nominated by the agent, you obtain an acknowledgment of service of the notice in writing;
- (b) if you intend to serve the notice by fax or email, you obtain a record of the transmission of the fax or email.

5—Effect of service

If you serve such cooling-off notice on the vendor, the contract will be taken to have been rescinded at the time when the notice was served. You are then entitled to the return of any money you paid under the contract other than—

- (a) the amount of any deposit paid if the deposit did not exceed \$100; or
- (b) an amount paid for an option to purchase the land.

Proceeding with the purchase

If you wish to proceed with the purchase—

- (a) it is strongly recommended that you take steps to make sure your interest in the property is adequately insured against loss or damage;
- (b) pay particular attention to the provisions in the contract as to time of settlement - it is essential that the necessary arrangements are made to complete the purchase by the agreed date - if you do not do so, you may be in breach of the contract;
- (c) you are entitled to retain the solicitor or registered conveyancer of your choice.

Part C—Statement with respect to required particulars

(section 7(1))

To the purchaser:

*I/We,

Ferragamo Developments Pty Ltd (ACN 063 397 160)

of

45 Ninth Avenue St Peters SA 5069

being the vendor(s) in relation to the transaction state that the Schedule contains all particulars required to be given to you pursuant to section 7(1) of the Land and Business (Sale and Conveyancing) Act 1994.

Date:

22/11/24

Signed:

Frank Ferragamo

Frank Ferragamo (Nov 22, 2024 07:59 GMT+10.5)


**Part D—Certificate with respect to prescribed inquiries by registered agent
(section 9)**

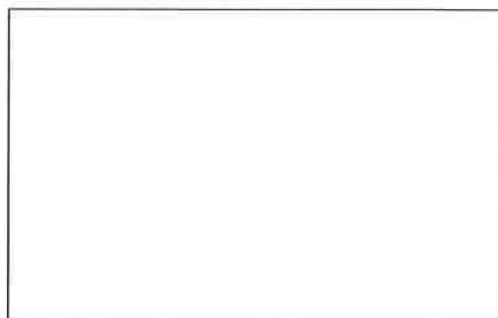
To the purchaser:

I, Cos Fragnito (Fragnito Conveyancing) certify that the responses to the inquiries made pursuant to section 9 of the *Land and Business (Sale and Conveyancing) Act 1994* confirm the completeness and accuracy of the particulars set out in the Schedule.

Exceptions

Date:

Signed: 



*Person authorised to act on behalf of Vendor's agent

Schedule—Division 1

Particulars of mortgages, charges and prescribed encumbrances affecting the land

(section 7(1)(b))

Note—

Section 7(3) of the Act provides that this statement need not include reference to charges arising from the imposition of rates or taxes less than 12 months before the date of service of the statement.

Where a mortgage, charge or prescribed encumbrance referred to in column 1 of the table below is applicable to the land, the particulars in relation to that mortgage, charge or prescribed encumbrance required by column 2 of the table must be set out in the table (in accordance with the instructions in the table) unless—

- (a) there is an attachment to this statement and—
 - (i) all the required particulars are contained in that attachment; and
 - (ii) the attachment is identified in column 2; and
 - (iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or
- (b) the mortgage, charge or prescribed encumbrance—
 - (i) is one of the following items in the table:
 - (A) under the heading 1. General—
 - 1.1 Mortgage of land
 - 1.2 Lease, agreement for lease, tenancy agreement or licence
 - 1.3 Caveat
 - 1.4 Lien or notice of a lien
 - (B) under the heading 36. Other charges—
 - 36.1 Charge of any kind affecting the land (not included in another item); and
 - (ii) is registered on the certificate of title to the land; and
 - (iii) is to be discharged or satisfied prior to or at settlement.

Table of particulars

Column 1	Column 2	Column 3
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[If an item is applicable, ensure that the box for the item is ticked and complete the item.]

[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE" or "N/A" in column 1. Alternatively, the item and any inapplicable heading may be omitted, but not in the case of—

- (a) *the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and*
- (b) *the heading "5. Development Act 1993 (repealed)" and item 5.1; and*
- (c) *the heading "6. Repealed Act conditions" and item 6.1 and*
- (d) *the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2,*

which must be retained as part of this statement whether applicable or not.]

*[If an item is applicable, all particulars requested in column 2 must be set out in the item unless the Note preceding this table otherwise permits. Particulars requested in **bold type** must be set out in column 3 and all other particulars must be set out in column 2.]*

[If there is more than 1 mortgage, charge or prescribed encumbrance of a kind referred to in column 1, the particulars requested in column 2 must be set out for each such mortgage, charge or prescribed encumbrance.

[If requested particulars are set out in the item and then continued on an attachment due to insufficient space, identify the attachment in the place provided in column 2.

If all of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.]

1. General

1.1 Mortgage of land	Is this item applicable? <input checked="" type="checkbox"/>	
Note- <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.</i>	Will this be discharged or satisfied prior to or at settlement?	YES
	Are there attachments?	YES
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	<input type="text" value="Certificate of title"/>
	Number of mortgage (if registered):	<input type="text" value="M8845701"/>
	Name of mortgagee:	<input type="text" value="National Australia Bank Ltd."/>
<hr/>		
1.2 Easement (whether over the land or annexed to the land)	Is this item applicable? <input checked="" type="checkbox"/>	
Note- <i>"Easement" includes rights of way and party wall rights</i>	Will this be discharged or satisfied prior to or at settlement?	NO
Note- <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable</i>	Are there attachments?	YES
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	<input type="text" value="Property Interest Report"/>
	<i>Description of land subject to easement:</i>	<input type="text" value="Portion of the land in the said certificate of title"/>
	Nature of easement	<input type="text" value="Refer to page 12 of the Property Interest Report for details of Statutory Easements & Annexure A"/>
	Are you aware of any encroachment on the easement?	NO
	<i>If YES, give details:</i>	<input type="text"/>
	If there is an encroachment, has approval for the encroachment been given?	[YES/NO]
	<i>If YES give details</i>	<input type="text"/>
<hr/>		
1.3 Restrictive covenant	Is this item applicable? <input type="checkbox"/>	
Note- <i>Do not omit this item. The item and its heading must be included in the statement even if not applicable.</i>	Will this be discharged or satisfied prior to or at settlement?	[YES/NO]
	Are there attachments?	[YES/NO]
	<i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i>	<input type="text"/>
	Nature of restrictive covenant:	<input type="text"/>
	Name of person in whose favour the restrictive covenant operates:	<input type="text"/>
	Does the restrictive covenant affect the whole of the land being acquired?	[YES/NO]
	<i>If NO, give details:</i>	<input type="text"/>
	Does the restrictive covenant affect land other than that being acquired	[YES/NO]

1.4 Lease, agreement for lease, tenancy agreement or licence *Is this item applicable?*

Will this be discharged or satisfied prior to or at settlement? NO

Are there attachments? YES

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

Names of parties:

Period of lease, agreement for lease etc:
 From 11/11/2024 to 10/11/2025

Amount of rent or licence fee
 \$2,000 per fortnight

Is the lease, agreement for lease etc in writing? YES

If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify—

(a) *the Act under which the lease or licence was granted:*

(b) *the outstanding amounts due (including any interest or penalty):*

Note—
 Do not omit this item. The item and its heading must be included in the statement even if not applicable.

1.5 Caveat *Is this item applicable?*

Will this be discharged or satisfied prior to or at settlement? [YES/NO]

Are there attachments? [YES/NO]

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

Name & address of caveator:

Particulars of interest claimed::

1.6 Lien or Notice of a Lien *Is this item applicable?*

Will this be discharged or satisfied prior to or at settlement? [YES/NO]

Are there attachments? [YES/NO]

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

Land or other property subject to lien:

Nature of lien::

Name and address of person who has imposed lien or given notice of it:

5. Development Act 1993 (repealed)

- 5.1 Section 42 – Condition (that continues to apply) of a development authorisation
- Is this item applicable?**
- Will this be discharged or satisfied prior to or at settlement?** NO
- Are there attachments?** YES

Note-

Do not omit this item. The item and its heading must be included in the statement even if not applicable

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

Conditions of authorisation

6. Repealed Act conditions

- 6.1 ~~Condition (that continues to apply) of an approval or authorisation granted under the Building Act 1971 (repealed), the City of Adelaide Development Control Act 1976 (repealed), the Planning Act 1982 (repealed) or the Planning and Development Act 1966 (repealed)~~
- Is this item applicable?**
- Will this be discharged or satisfied prior to or at settlement?** [YES/NO]
- Are there attachments?** [YES/NO]

~~If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):~~

~~Nature of condition(s)~~

Note-

Do not omit this item. The item and its heading must be included in the statement even if not applicable

29. Planning, Development and Infrastructure Act 2016

- 29.1 Part 5- Planning and Design Code
- Is this item applicable?**
- Will this be discharged or satisfied prior to or at settlement?** NO
- Are there attachments?** YES

[Note - Do not omit this item. The item and its heading must be included in the attachment even if not applicable.]

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code)::

Is there a State heritage place on the land or is the land situated in a State heritage area? NO

Is the land designated as a local heritage place? NO

Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?

NO

Is there a current amendment to the Planning and Design Code released for public consultation by the State Planning Commission on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?

Note:-

For further information about the Planning and Design Code visit www.code.plan.sa.gov

YES

~~29.2 section 127—
Condition (that
continues to apply)
of a development
authorisation~~

~~**Is this item applicable?**~~

~~**Will this be discharged or satisfied prior to or at settlement?**~~

~~[YES/NO]~~

~~**Are there attachments?**~~

~~[YES/NO]~~

~~*If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):*~~

~~**[Note-**~~

~~*Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*~~

~~_____~~

~~Date of authorisation: _____~~

~~Name of relevant authority that granted authorisation:~~

~~_____~~

~~Condition(s) of authorisation:~~

~~_____~~

Particulars relating to community lot (including strata lot) or development lot

1 Name of community corporation:

Community Corporation 22998 Inc.

Address of community corporation:

10 Crowther Street Adelaide SA 5000

2 Application must be made in writing to the community corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the community corporation for the documents referred to in 6 unless those documents are obtained from the Lands Titles Registration Office:

Enquiries made with Vendor on 29/5/2024

3 Particulars supplied by the community corporation or known to the vendor:

(a) particulars of contributions payable in relation to the lot (including details of arrears of contributions related to the lot):

Lot Owners contribution to Community Corporation Insurance, Common Property Maintenance & Water Usage

(b) particulars of assets and liabilities of the community corporation:

Common Property Improvements

(c) particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute:

Lot Owners contribution to Community Corporation Insurance, Common Property Maintenance & Water Usage

(d) if the lot is a development lot, particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract:

NA

(e) if the lot is a community lot, particulars of the lot entitlement of the lot:

50/100

[If any of the above particulars have not been supplied by the community corporation by the date of this statement and are not known to the vendor state "not known" for those particulars.]

4 Documents supplied by the community corporation that are enclosed;

(a) a copy of the minutes of the general meetings of the community corporation and management committee for the 2 years preceding this statement

NO

(b) a copy of the statement of accounts of the community corporation last prepared

NO

(c) a copy of current policies of insurance taken **out** by the community corporation.

YES

[For each document indicate (YES or NO) whether or not the document has been supplied by the community corporation by the date of this statement]

5 If "not known" has been specified for any particulars in 3 or a document referred to in 4 has not been supplied, set out the date of the application made to the community corporation and give details of any other steps taken to obtain the particulars or documents concerned:

Enquiries made with Vendor on 29/5/2024

6 The following documents are enclosed

(a) a copy of the scheme description (if any) and the development contract (if any);

(b) a copy of the by-laws of the community scheme.

- 7 The following additional particulars are known to the vendor or have been supplied by the community corporation:

The Community Corporation does not hold meetings or maintain accounts. The Community Corporation Common Property Insurance Schedule of Insurance is Attached

- 8 Further inquiries may be made to the secretary of the community corporation or the appointed community scheme manager.

Name:

Frank Ferragamo

Address:

45 Ninth Avenue St Peters SA 5069

Note

- 1 A community corporation must (on application by or on behalf of a current or prospective owner or other relevant person) provide the particulars and documents referred to in 3(a)—(c) and 4 and must also make available for inspection any information required to establish the current financial position of the corporation, a copy of any contract with a body corporate manager and the register of owners and lot entitlements that the corporation maintains: see sections 139 and 140 of the *Community Titles Act 1996*
2. Copies of the scheme description, the development contract or the by-laws of the community scheme may be obtained from the community corporation or from the Lands Titles Registration Office.
3. All owners of a community lot or a development lot are bound by the by-laws of the community scheme. The by-laws regulate the rights and liabilities of owners of lots in relation to their lots and the common property and matters of common concern.
4. For a brief description of some of the matters that need to be considered before purchasing a community lot, see Division 3 of this Schedule.

Matters to be considered in purchasing a community lot or strata unit

The property you are buying is on strata or community title. There are special obligations and restrictions that go with this kind of title. Make sure you understand these. If unsure, seek legal advice before signing a contract. For example:

Governance

You will automatically become a member of the body corporate, which includes all owners and has the job of maintaining the common property and enforcing the rules. Decisions, such as the amount you must pay in levies, will be made by vote of the body corporate. You will need to take part in meetings if you wish to have a say. If outvoted, you will have to live with decisions that you might not agree with.

If you are buying into a mixed use development (one that includes commercial as well as residential lots), owners of some types of lots may be in a position to outvote owners of other types of lots. Make sure you fully understand your voting rights, see later.

Use of your property

You, and anyone who visits or occupies your property, will be bound by rules in the form of articles or by-laws. These can restrict the use of the property, for example, they can deal with keeping pets, car parking, noise, rubbish disposal, short-term letting, upkeep of buildings and so on. Make sure that you have read the articles or by-laws before you decide whether this property will suit you.

Depending on the rules, you might not be permitted to make changes to the exterior of your unit, such as installing a television aerial or an air-conditioner, building a pergola, attaching external blinds etc without the permission of the body corporate. A meeting may be needed before permission can be granted. Permission may be refused.

Note that the articles or by-laws could change between now and when you become the owner: the body corporate might vote to change them. Also, if you are buying before the community plan is registered, then any by-laws you have been shown are just a draft.

Are you buying a debt?

If there are unpaid contributions owing on this property, you can be made to pay them. You are entitled to know the financial state of the body corporate and you should make sure you see its records before deciding whether to buy. As a prospective owner, you can write to the body corporate requiring to see the records, including minutes of meetings, details of assets and liabilities, contributions payable, outstanding or planned expenses and insurance policies. There is a fee. To make a request, write to the secretary or management committee of the body corporate.

Expenses

The body corporate can require you to maintain your property, even if you do not agree, or can carry out maintenance and bill you for it.

The body corporate can require you to contribute to the cost of upkeep of the common property, even if you do not agree. Consider what future maintenance or repairs might be needed on the property in the long term.

Guarantee

As an owner, you are a guarantor of the liabilities of the body corporate. If it does not pay its debts, you can be called on to do so. Make sure you know what the liabilities are before you decide to buy. Ask the body corporate for copies of the financial records.

Contracts

The body corporate can make contracts. For example, it may engage a body corporate manager to do some or all of its work. It may contract with traders for maintenance work. It might engage a caretaker to look after the property. It might make any other kind of contract to buy services or products for the body corporate. Find out what contracts the body corporate is committed to and the cost.

The body corporate will have to raise funds from the owners to pay the money due under these contracts. As a guarantor, you could be liable if the body corporate owes money under a contract.

Buying off the plan

If you are buying a property that has not been built yet, then you cannot be certain what the end product of the development process will be. If you are buying before a community plan has been deposited, then any proposed development contract, scheme description or by-laws you have been shown could change.

Mixed use developments—voting rights

You may be buying into a group that is run by several different community corporations. This is common in mixed use developments, for example, where a group of apartments is combined with a hotel or a group of shops. If there is more than one corporation, then you should not expect that all lot owners in the group will have equal voting rights. The corporations may be structured so that, even though there are more apartments than shops in the group, the shop owners can outvote the apartment owners on some matters. Make enquiries so that you understand how many corporations there are and what voting rights you will have.

Further information

The Real Estate Institute of South Australia provides an information service for enquiries about real estate transactions, see www.reisa.com.au.

A free telephone Strata and Community Advice Service is operated by the Legal Services Commission of South Australia: call 1300 366 424. Information and a booklet about strata and community titles is available from the Legal Services Commission at www.lsc.sa.gov.au.

You can also seek advice from a legal practitioner.

ANNEXURES & ATTACHMENTS

The following documents are annexed hereto -

Form R3

Annexure A - SA Power Networks Easement Notice

Council Search including Plan SA data extract, including 24/25 update

Property Interest Report (PIR) Including Copy of certificate(s) of title

Certificate of Water and Sewer Charges & Encumbrance Information – 24/25

Certificate of Land Tax Payable – 24/25

Certificate of Emergency Services Levy Payable – 24/25

Copy of CP 22998

Copy of Schedule of Insurance for Common Property

Copy of By Laws

Tenancy Agreement

Acknowledgement of Receipt

I/We, the abovenamed Purchaser(s), hereby acknowledge having received this day this Statement under section 7 under the *Land and Business (Sale and Conveyancing) Act* with the annexures as set out above.

Dated this day of 2024

Signed: _____

Purchaser(s)

(*Strike out whichever is not applicable)

Form R3

Buyers information notice

Land and Business (Sale and Conveyancing) Act 1994 section 13A

Land and Business (Sale and Conveyancing) Regulations 1995 regulation 15A

Before you buy a home there are a number of things that you should investigate and consider. Though it may not be obvious at the time, there could be matters that may affect your enjoyment of the property, the safety of people on the property or the value of the property.

The following questions may help you to identify if a property is appropriate to purchase. In many cases the questions relate to a variety of laws and standards. These laws and standards change over time, so it is important to seek the most up to date information.

Various government agencies can provide up to date and relevant information on many of these questions. To find out more the Office of Consumer and Business Affairs recommends that you check the website:

www.ocba.sa.gov.au/Realestate/

Consider having a professional building inspection done before proceeding with a purchase. A building inspection will help you answer some of the questions below.

The questions have been categorised under the headings **Safety**, **Enjoyment** and **Value**, but all of the issues are relevant to each heading.

Safety

- Is there **asbestos** in any of the buildings or elsewhere on the property e.g. sheds and fences?
- Does the property have any significant **defects** e.g. **cracking or salt damp**? Have the wet areas been waterproofed?
- Is the property in a **bushfire** prone area?
- Are the **electrical wiring, gas installation, plumbing and appliances** in good working order and in good condition? Is a **safety switch** (RCD) installed? Is it working?
- Are there any prohibited **gas appliances** in bedrooms or bathrooms?
- Are **smoke alarms** installed in the house? If so, are they hardwired? Are they in good working order and in good condition? Are they compliant?
- Is there a **swimming pool and/or spa pool** installed on the property? Are there any safety barriers or fences in place? Do they conform to current standards?
- Does the property have any **termite** or other pest infestations? Is there a current preventative termite treatment program in place? Was the property treated at some stage with persistent organochlorines (now banned) or other **toxic** termiticides as fill been used on the site? Is the soil contaminated by **chemical residues** or waste?
- Does the property use **cooling towers** or manufactured warm water systems? If so, what are the maintenance requirements?

Enjoyment

- Does the property have any **stormwater** problems?
- Is the property in a **flood prone** area? Is the property prone to coastal flooding?
- Does the property have an on-site **wastewater treatment facility** such as a septic tank installed? If so, what are the maintenance requirements? Is it compliant?
- Is a **sewer mains connection** available?

- Are all gutters, downpipes and stormwater systems in good working order and in good condition?
- Is the property near **power lines**? Are there any trees on the property near power lines? Are you considering planting any trees? Do all structures and trees maintain the required clearance from any power lines?
- Are there any significant trees on the property?
- Is this property a unit on **strata or community title**? What could this mean for you? Do you understand the restrictions of use and the financial obligations of ownership? Will you have to pay a previous owner's debt or the cost of planned improvements?
- Is the property close to a hotel, restaurant or other venue with entertainment consent for live music? Is the property close to any industrial or commercial activity, a busy road or airport, etc that may result in the generation of noise or the **emission of materials or odours** into the air?
- What appliances, equipment and fittings are included in the sale of the property?
- Is there sufficient car parking space available to the property?

Value

- Are there any **illegal or unapproved additions**, extensions or alterations to the buildings on the property?
- How **energy efficient** is the home, including appliances and lighting?
- What **energy sources** (e.g. electricity, gas) are available?
- Is the property connected to SA Water operated and maintained **mains water**? Is a mains water connection available? Does the property have a **recycled water** connection? What sort of water meter is located on the property (a **direct or indirect meter** – an indirect meter can be located some distance from the property)? Is the property connected to a water meter that is also serving another property?
- Are there water taps outside the building? Is there a watering system installed? Are they in good working order and in good condition?
- Does the property have **alternative sources of water** other than mains water supply (including **bore or rainwater**)? If so, are there any special maintenance requirements?

For more information on these matters visit:

www.ocba.sa.gov.au/consumeradvice/realestate

Disclaimer: There may be other issues relevant to the purchase of real estate. If you are unable to ascertain enough information about the questions raised in this form and any other concerns you may have we strongly recommend you obtain independent advice through a building inspection, a lawyer, and a financial adviser.

ANNEXURE 'A' (1 page)

Electricity Infrastructure - Building Restrictions and Statutory Easements

It is an offence under section 86 of the Electricity Act 1996 to erect a building or structure within a prescribed distance of aerial or underground powerlines. In some, but not all, cases approval may be obtained from the Technical Regulator. Generally, however, land owners must not build, or alter a building or structure, with the result that any part of the resulting building or structure is within the minimum clearance distance required from certain types of powerlines. These building limitations are set out in the Electricity (General) Regulations 2012 regulations 81 and 82. Purchasers intending to redevelop the property to be purchased should therefore be aware that the restrictions under the Electricity Act and Regulations may affect how, or if, they are able to redevelop the property.

In addition, if a building or structure is erected in proximity to a powerline of an electricity entity in contravention of the Electricity Act, the entity may seek a court order:

- a) requiring the person to take specified action to remove or modify the building or structure within a specified period;
- b) for compensation from the person for loss or damage suffered in consequence of the contravention; and/or
- c) for costs reasonably incurred by the entity in relocating the powerline or carrying out other work.

Contact the Office of the Technical Regulator in DMITRE for further details.

Statutory easements

Separate from the above restrictions, South Australia's electricity supply and transmission businesses have statutory easements over land where part of the electricity distribution or transmission system was on, above or under the land as at particular dates specified by legislation.

This notice does not necessarily imply that any statutory or other easement exists. However, where in existence, statutory easements provide these businesses (identified in the relevant legislation) with the right of entry, at any reasonable time, to operate, repair, examine, replace, modify or maintain their equipment, to bring any vehicles or equipment on the land for these purposes, and to install, operate and carry out work on any telecommunications cables or equipment that may be incorporated in, or attached to, their equipment (Clause 2 of Schedule 1 of the Electricity Corporations (Restructuring and Disposal) Act 1999; section 48A of the Electricity Act 1996).

A statutory easement is not generally registered on the title for the land.

To avoid risking injury and damage, it is recommended that the location of underground services be confirmed by telephoning Dial-Before-You-Dig on 1100.

For further clarification on these matters, please contact SA Power Networks' Real Estate Branch on telephone 8404 5897 or 8404 5894.

Property Interest Report

Provided by Land Services SA on behalf of the South Australian Government

Title Reference	CT 5946/76	Reference No. 2568275
Registered Proprietors	FERRAGAMO DEVELOPMENTS PTY LTD	Prepared 14/05/2024 15:13
Address of Property	10 CROWTHER STREET, ADELAIDE, SA 5000	
Local Govt. Authority	THE CORPORATION OF THE CITY OF ADELAIDE	
Local Govt. Address	GPO BOX 2252 ADELAIDE SA 5001	

This report provides information that may be used to complete a Form 1 as prescribed in the *Land and Business (Sale and Conveyancing) Act 1994*

Table of Particulars

Particulars of mortgages, charges and prescribed encumbrances affecting the land as identified in Division 1 of the Schedule to Form 1 as described in the Regulations to the *Land and Business (Sale and Conveyancing) Act 1994*

All enquiries relating to the Regulations or the Form 1 please contact Consumer & Business Services between 8:30 am and 5:00 pm on 131 882 or via their website www.cbs.sa.gov.au

<u>Prescribed encumbrance</u>	<u>Particulars</u> (Particulars in bold indicates further information will be provided)
-------------------------------	---

1. General

1.1	Mortgage of land <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Refer to the Certificate of Title
1.2	Easement (whether over the land or annexed to the land) Note--"Easement" includes rights of way and party wall rights <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Refer to the Certificate of Title
1.3	Restrictive covenant <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Refer to the Certificate of Title for details of any restrictive covenants as an encumbrance
1.4	Lease, agreement for lease, tenancy agreement or licence (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.) <i>[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]</i>	Refer to the Certificate of Title also Contact the vendor for these details
1.5	Caveat	Refer to the Certificate of Title
1.6	Lien or notice of a lien	Refer to the Certificate of Title

2. Aboriginal Heritage Act 1988

2.1	section 9 - Registration in central archives of an Aboriginal site or object	Aboriginal Affairs and Reconciliation in AGD has no registered entries for Aboriginal sites or objects affecting this title
2.2	section 24 - Directions prohibiting or restricting access to, or activities on, a site or	Aboriginal Affairs and Reconciliation in AGD has no record of any direction affecting this title

an area surrounding a site

- 2.3 Part 3 Division 6 - Aboriginal heritage agreement
Aboriginal Affairs and Reconciliation in AGD has no record of any agreement affecting this title
also
Refer to the Certificate of Title

3. **Burial and Cremation Act 2013**

- 3.1 section 8 - Human remains interred on land
Births, Deaths and Marriages in AGD has no record of any gravesites relating to this title
also
contact the vendor for these details

4. **Crown Rates and Taxes Recovery Act 1945**

- 4.1 section 5 - Notice requiring payment
Crown Lands Program in DEW has no record of any notice affecting this title

5. **Development Act 1993 (repealed)**

- 5.1 section 42 - Condition (that continues to apply) of a development authorisation
State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
also
Contact the Local Government Authority for other details that might apply
- 5.2 section 50(1) - Requirement to vest land in a council or the Crown to be held as open space
State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title
also
Contact the Local Government Authority for other details that might apply
- 5.3 section 50(2) - Agreement to vest land in a council or the Crown to be held as open space
State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title
also
Contact the Local Government Authority for other details that might apply
- 5.4 section 55 - Order to remove or perform work
State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title
also
Contact the Local Government Authority for other details that might apply
- 5.5 section 56 - Notice to complete development
State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title
also
Contact the Local Government Authority for other details that might apply
- 5.6 section 57 - Land management agreement
Refer to the Certificate of Title
- 5.7 section 60 - Notice of intention by building owner
Contact the vendor for these details
- 5.8 section 69 - Emergency order
State Planning Commission in the Department for Trade and Investment has no record of any order affecting this title
also
Contact the Local Government Authority for other details that might apply
- 5.9 section 71 - Fire safety notice
Building Fire Safety Committee in the Department for Trade and Investment has no record of any notice affecting this title

- 5.10 section 84 - Enforcement notice
State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title

also
Contact the Local Government Authority for other details that might apply
- 5.11 section 85(6), 85(10) or 106 - Enforcement order
State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title

also
Contact the Local Government Authority for other details that might apply
- 5.12 Part 11 Division 2 - Proceedings
Contact the Local Government Authority for other details that might apply

also
Contact the vendor for these details

6. Repealed Act conditions

- 6.1 Condition (that continues to apply) of an approval or authorisation granted under the *Building Act 1971* (repealed), the *City of Adelaide Development Control Act, 1976* (repealed), the *Planning Act 1982* (repealed) or the *Planning and Development Act 1966* (repealed)
State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title

also
Contact the Local Government Authority for other details that might apply

[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]

7. Emergency Services Funding Act 1998

- 7.1 section 16 - Notice to pay levy
An Emergency Services Levy Certificate will be forwarded. If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.

Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au

8. Environment Protection Act 1993

- 8.1 section 59 - Environment performance agreement that is registered in relation to the land
EPA (SA) does not have any current Performance Agreements registered on this title
- 8.2 section 93 - Environment protection order that is registered in relation to the land
EPA (SA) does not have any current Environment Protection Orders registered on this title
- 8.3 section 93A - Environment protection order relating to cessation of activity that is registered in relation to the land
EPA (SA) does not have any current Orders registered on this title
- 8.4 section 99 - Clean-up order that is registered in relation to the land
EPA (SA) does not have any current Clean-up orders registered on this title
- 8.5 section 100 - Clean-up authorisation that is registered in relation to the land
EPA (SA) does not have any current Clean-up authorisations registered on this title
- 8.6 section 103H - Site contamination assessment order that is registered in relation to the land
EPA (SA) does not have any current Orders registered on this title
- 8.7 section 103J - Site remediation order that is registered in relation to the land
EPA (SA) does not have any current Orders registered on this title
- 8.8 section 103N - Notice of declaration of special management area in relation to the land (due to possible existence of site contamination)
EPA (SA) does not have any current Orders registered on this title

8.9	section 103P - Notation of site contamination audit report in relation to the land	EPA (SA) does not have any current Orders registered on this title
8.10	section 103S - Notice of prohibition or restriction on taking water affected by site contamination in relation to the land	EPA (SA) does not have any current Orders registered on this title
9. <i>Fences Act 1975</i>		
9.1	section 5 - Notice of intention to perform fencing work	Contact the vendor for these details
10. <i>Fire and Emergency Services Act 2005</i>		
10.1	section 105F - (or section 56 or 83 (repealed)) - Notice to take action to prevent outbreak or spread of fire	Contact the Local Government Authority for other details that might apply Where the land is outside a council area, contact the vendor
11. <i>Food Act 2001</i>		
11.1	section 44 - Improvement notice	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
11.2	section 46 - Prohibition order	Public Health in DHW has no record of any notice or direction affecting this title also Contact the Local Government Authority for other details that might apply
12. <i>Ground Water (Qualco-Sunlands) Control Act 2000</i>		
12.1	Part 6 - risk management allocation	Qualco Sunlands Ground Water Control Trust has no record of any allocation affecting this title
12.2	section 56 - Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	DEW Water Licensing has no record of any notice affecting this title
13. <i>Heritage Places Act 1993</i>		
13.1	section 14(2)(b) - Registration of an object of heritage significance	Heritage Branch in DEW has no record of any registration affecting this title
13.2	section 17 or 18 - Provisional registration or registration	Heritage Branch in DEW has no record of any registration affecting this title
13.3	section 30 - Stop order	Heritage Branch in DEW has no record of any stop order affecting this title
13.4	Part 6 - Heritage agreement	Heritage Branch in DEW has no record of any agreement affecting this title also Refer to the Certificate of Title
13.5	section 38 - "No development" order	Heritage Branch in DEW has no record of any "No development" order affecting this title
14. <i>Highways Act 1926</i>		
14.1	Part 2A - Establishment of control of access from any road abutting the land	Transport Assessment Section within DIT has no record of any registration affecting this title
15. <i>Housing Improvement Act 1940 (repealed)</i>		
15.1	section 23 - Declaration that house is undesirable or unfit for human habitation	Contact the Local Government Authority for other details that might apply
15.2	Part 7 (rent control for substandard houses) - notice or declaration	Housing Safety Authority has no record of any notice or declaration affecting this title
16. <i>Housing Improvement Act 2016</i>		

16.1	Part 3 Division 1 - Assessment, improvement or demolition orders	Housing Safety Authority has no record of any notice or declaration affecting this title
16.2	section 22 - Notice to vacate premises	Housing Safety Authority has no record of any notice or declaration affecting this title
16.3	section 25 - Rent control notice	Housing Safety Authority has no record of any notice or declaration affecting this title
17. Land Acquisition Act 1969		
17.1	section 10 - Notice of intention to acquire	Refer to the Certificate of Title for any notice of intention to acquire also Contact the Local Government Authority for other details that might apply
18. Landscape South Australia Act 2019		
18.1	section 72 - Notice to pay levy in respect of costs of regional landscape board	The regional landscape board has no record of any notice affecting this title
18.2	section 78 - Notice to pay levy in respect of right to take water or taking of water	DEW has no record of any notice affecting this title
18.3	section 99 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
18.4	section 107 - Notice to rectify effects of unauthorised activity	The regional landscape board has no record of any notice affecting this title also DEW has no record of any notice affecting this title
18.5	section 108 - Notice to maintain watercourse or lake in good condition	The regional landscape board has no record of any notice affecting this title
18.6	section 109 - Notice restricting the taking of water or directing action in relation to the taking of water	DEW has no record of any notice affecting this title
18.7	section 111 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
18.8	section 112 - Permit (or condition of a permit) that remains in force	The regional landscape board has no record of any permit (that remains in force) affecting this title also DEW has no record of any permit (that remains in force) affecting this title
18.9	section 120 - Notice to take remedial or other action in relation to a well	DEW has no record of any notice affecting this title
18.10	section 135 - Water resource works approval	DEW has no record of a water resource works approval affecting this title
18.11	section 142 - Site use approval	DEW has no record of a site use approval affecting this title
18.12	section 166 - Forest water licence	DEW has no record of a forest water licence affecting this title
18.13	section 191 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
18.14	section 193 - Notice to comply with action order for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
18.15	section 194 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
18.16	section 196 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
18.17	section 207 - Protection order to secure compliance with specified provisions of the	The regional landscape board has no record of any notice affecting this title

Act

- | | | |
|-------|--|---|
| 18.18 | section 209 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act | The regional landscape board has no record of any notice affecting this title |
| 18.19 | section 211 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act | The regional landscape board has no record of any notice affecting this title |
| 18.20 | section 215 - Orders made by ERD Court | The regional landscape board has no record of any notice affecting this title |
| 18.21 | section 219 - Management agreements | The regional landscape board has no record of any notice affecting this title |
| 18.22 | section 235 - Additional orders on conviction | The regional landscape board has no record of any notice affecting this title |

19. **Land Tax Act 1936**

- | | | |
|------|---|--|
| 19.1 | Notice, order or demand for payment of land tax | A Land Tax Certificate will be forwarded.
If you do not receive the certificate within four (4) working days please contact the RevenueSA Customer Contact Centre on (08) 8226 3750.

Clients who have misplaced or not received their certificates and are RevenueSA Online users should log into RevenueSA Online and reprint their certificates www.revenuesaonline.sa.gov.au |
|------|---|--|

20. **Local Government Act 1934 (repealed)**

- | | | |
|------|---|---|
| 20.1 | Notice, order, declaration, charge, claim or demand given or made under the Act | Contact the Local Government Authority for other details that might apply |
|------|---|---|

21. **Local Government Act 1999**

- | | | |
|------|---|---|
| 21.1 | Notice, order, declaration, charge, claim or demand given or made under the Act | Contact the Local Government Authority for other details that might apply |
|------|---|---|

22. **Local Nuisance and Litter Control Act 2016**

- | | | |
|------|--|---|
| 22.1 | section 30 - Nuisance or litter abatement notice | Contact the Local Government Authority for other details that might apply |
|------|--|---|

23. **Metropolitan Adelaide Road Widening Plan Act 1972**

- | | | |
|------|--|---|
| 23.1 | section 6 - Restriction on building work | Transport Assessment Section within DIT has no record of any restriction affecting this title |
|------|--|---|

24. **Mining Act 1971**

- | | | |
|------|---|---|
| 24.1 | Mineral tenement (other than an exploration licence) | Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title |
| 24.2 | section 9AA - Notice, agreement or order to waive exemption from authorised operations | Contact the vendor for these details |
| 24.3 | section 56T(1) - Consent to a change in authorised operations | Contact the vendor for these details |
| 24.4 | section 58(a) - Agreement authorising tenement holder to enter land | Contact the vendor for these details |
| 24.5 | section 58A - Notice of intention to commence authorised operations or apply for lease or licence | Contact the vendor for these details |
| 24.6 | section 61 - Agreement or order to pay compensation for authorised operations | Contact the vendor for these details |
| 24.7 | section 75(1) - Consent relating to extractive minerals | Contact the vendor for these details |
| 24.8 | section 82(1) - Deemed consent or agreement | Contact the vendor for these details |

24.9	Proclamation with respect to a private mine	Mineral Tenements in the Department of Energy and Mining has no record of any proclamation affecting this title
25. <i>Native Vegetation Act 1991</i>		
25.1	Part 4 Division 1 - Heritage agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.2	section 25C - Conditions of approval regarding achievement of environmental benefit by accredited third party provider	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.3	section 25D - Management agreement	DEW Native Vegetation has no record of any agreement affecting this title also Refer to the Certificate of Title
25.4	Part 5 Division 1 - Refusal to grant consent, or condition of a consent, to clear native vegetation	DEW Native Vegetation has no record of any refusal or condition affecting this title
26. <i>Natural Resources Management Act 2004 (repealed)</i>		
26.1	section 97 - Notice to pay levy in respect of costs of regional NRM board	The regional landscape board has no record of any notice affecting this title
26.2	section 123 - Notice to prepare an action plan for compliance with general statutory duty	The regional landscape board has no record of any notice affecting this title
26.3	section 134 - Notice to remove or modify a dam, embankment, wall or other obstruction or object	The regional landscape board has no record of any notice affecting this title
26.4	section 135 - Condition (that remains in force) of a permit	The regional landscape board has no record of any notice affecting this title
26.5	section 181 - Notice of instruction as to keeping or management of animal or plant	The regional landscape board has no record of any notice affecting this title
26.6	section 183 - Notice to prepare an action plan for the destruction or control of animals or plants	The regional landscape board has no record of any notice affecting this title
26.7	section 185 - Notice to pay costs of destruction or control of animals or plants on road reserve	The regional landscape board has no record of any notice affecting this title
26.8	section 187 - Notice requiring control or quarantine of animal or plant	The regional landscape board has no record of any notice affecting this title
26.9	section 193 - Protection order to secure compliance with specified provisions of the Act	The regional landscape board has no record of any order affecting this title
26.10	section 195 - Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	The regional landscape board has no record of any order affecting this title
26.11	section 197 - Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	The regional landscape board has no record of any authorisation affecting this title
27. <i>Outback Communities (Administration and Management) Act 2009</i>		
27.1	section 21 - Notice of levy or contribution payable	Outback Communities Authority has no record affecting this title

28. ***Phylloxera and Grape Industry Act 1995***

- 28.1 section 23(1) - Notice of contribution payable The Phylloxera and Grape Industry Board of South Australia has no vineyard registered against this title. However all properties with greater than 0.5 hectares of planted vines are required to be registered with the board

29. ***Planning, Development and Infrastructure Act 2016***

- 29.1 Part 5 - Planning and Design Code
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- Contact the Local Government Authority for the title or other brief description of the zone or subzone in which the land is situated.
- also
- Heritage Branch in DEW has no record of a State Heritage Area created prior to 15 January 1994 under the former South Australian Heritage Act 1978 affecting this title
- also
- For details of this item, including State Heritage Areas which have been authorised or put under interim effect since 15 January 1994, contact the Local Government Authority
- also
- Contact the Local Government Authority for other details that might apply to a place of local heritage value
- also
- For details of declared significant trees affecting this title, contact the Local Government Authority
- also
- Code Amendment**
- Residential Driveway Crossovers –draft design standard aiming to improve public safety and enhance streetscapes across SA. Minor changes to the Planning and Design Code have also been drafted to complement the design standard and support its delivery and are open for consultation as part of this process. For more information, refer to the 'Code Amendments' page on the PlanSA portal:
https://plan.sa.gov.au/have_your_say/ or phone PlanSA on 1800752664.**
- Code Amendment**
- Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment - The Chief Executive of the Department for Trade and Investment has initiated the Ancillary Accommodation and Student Accommodation Definitions Review Code Amendment to review the definitions for 'ancillary accommodation' and 'student accommodation'. For more information and to view the DPA online, visit the amendment webpage on the SA Planning Portal
https://plan.sa.gov.au/have_your_say/general_consultations or phone PlanSA on 1800752664.**
- 29.2 section 127 - Condition (that continues to apply) of a development authorisation
[Note - Do not omit this item. The item and its heading must be included in the statement even if not applicable.]
- State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title
- also
- Contact the Local Government Authority for other details that might apply
- 29.3 section 139 - Notice of proposed work and notice may require access
- Contact the vendor for these details
- 29.4 section 140 - Notice requesting access
- Contact the vendor for these details
- 29.5 section 141 - Order to remove or perform work
- State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title
- also
- Contact the Local Government Authority for other details that might apply

- 29.6 section 142 - Notice to complete development
State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title
also
Contact the Local Government Authority for other details that might apply
- 29.7 section 155 - Emergency order
State Planning Commission in the Department for Trade and Investment has no record of any order or notice affecting this title
also
Contact the Local Government Authority for other details that might apply
- 29.8 section 157 - Fire safety notice
Building Fire Safety Committee in the Department for Trade and Investment has no record of any order or notice affecting this title
also
Contact the Local Government Authority for other details that might apply
- 29.9 section 192 or 193 - Land management agreement
Refer to the Certificate of Title
- 29.10 section 198(1) - Requirement to vest land in a council or the Crown to be held as open space
State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title
also
Contact the Local Government Authority for other details that might apply
- 29.11 section 198(2) - Agreement to vest land in a council or the Crown to be held as open space
State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title
also
Contact the Local Government Authority for other details that might apply
- 29.12 Part 16 Division 1 - Proceedings
Contact the Local Government Authority for details relevant to this item
also
Contact the vendor for other details that might apply
- 29.13 section 213 - Enforcement notice
State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title
also
Contact the Local Government Authority for other details that might apply
- 29.14 section 214(6), 214(10) or 222 - Enforcement order
Contact the Local Government Authority for details relevant to this item
also
State Planning Commission in the Department for Trade and Investment has no record of any conditions that continue to apply, affecting this title

30. *Plant Health Act 2009*

- 30.1 section 8 or 9 - Notice or order concerning pests
Plant Health in PIRSA has no record of any notice or order affecting this title

31. *Public and Environmental Health Act 1987 (repealed)*

- 31.1 Part 3 - Notice
Public Health in DHW has no record of any notice or direction affecting this title
also
Contact the Local Government Authority for other details that might apply
- 31.2 *Public and Environmental Health (Waste Control) Regulations 2010 (or 1995)* (revoked) Part 2 - Condition (that continues to apply) of an approval
Public Health in DHW has no record of any condition affecting this title
also

Contact the Local Government Authority for other details that might apply

- 31.3 *Public and Environmental Health (Waste Control) Regulations 2010 (revoked)* regulation 19 - Maintenance order (that has not been complied with)

Public Health in DHW has no record of any order affecting this title

also

Contact the Local Government Authority for other details that might apply

32. *South Australian Public Health Act 2011*

- 32.1 section 66 - Direction or requirement to avert spread of disease

Public Health in DHW has no record of any direction or requirement affecting this title

- 32.2 section 92 - Notice

Public Health in DHW has no record of any notice affecting this title

also

Contact the Local Government Authority for other details that might apply

- 32.3 *South Australian Public Health (Wastewater) Regulations 2013* Part 4 - Condition (that continues to apply) of an approval

Public Health in DHW has no record of any condition affecting this title

also

Contact the Local Government Authority for other details that might apply

33. *Upper South East Dryland Salinity and Flood Management Act 2002 (expired)*

- 33.1 section 23 - Notice of contribution payable

DEW has no record of any notice affecting this title

34. *Water Industry Act 2012*

- 34.1 Notice or order under the Act requiring payment of charges or other amounts or making other requirement

**An SA Water Certificate will be forwarded.
If you do not receive the certificate please contact the SA Water Customer Contact Centre on 1300 650 950**

also

The Office of the Technical Regulator in DEM has no record of any notice or order affecting this title

also

Lightsview Re-Water Supply Co Pty Ltd has no record of any notice or order affecting this title.

also

Robusto Investments Pty. Ltd. trading as Compass Springs has no current record of any notice or order affecting this title.

also

Alano Utilities Pty. Ltd. has no record of any notice or order affecting this title.

35. *Water Resources Act 1997 (repealed)*

- 35.1 section 18 - Condition (that remains in force) of a permit

DEW has no record of any condition affecting this title

- 35.2 section 125 (or a corresponding previous enactment) - Notice to pay levy

DEW has no record of any notice affecting this title

36. *Other charges*

- 36.1 Charge of any kind affecting the land (not included in another item)

Refer to the Certificate of Title

also

Contact the vendor for these details

also

Contact the Local Government Authority for other details that might apply

Other Particulars

Other particulars as identified in Division 2 of the Schedule to Form 1 as described in the *Regulations to the Land and Business (Sale and Conveyancing) Act 1994*

- | | |
|--|---|
| 1. Particulars of transactions in last 12 months | Contact the vendor for these details |
| 2. Particulars relating to community lot (including strata lot) or development lot | Enquire directly to the Secretary or Manager of the Community Corporation |
| 3. Particulars relating to strata unit | Enquire directly to the Secretary or Manager of the Strata Corporation |
| 4. Particulars of building indemnity insurance | Contact the vendor for these details
also
Contact the Local Government Authority |
| 5. Particulars relating to asbestos at workplaces | Contact the vendor for these details |
| 6. Particulars relating to aluminium composite panels | Please note that the audit is limited to classes of buildings, and that this note does not confirm the presence or absence of Aluminium Composite Panelling. Contact the vendor for relevant details. |
| 7. Particulars relating to court or tribunal process | Contact the vendor for these details |
| 8. Particulars relating to land irrigated or drained under Irrigation Acts | SA Water will arrange for a response to this item where applicable |
| 9. Particulars relating to environment protection | Contact the vendor for details of item 2
also
EPA (SA) has no record of any particulars relating to items 3, 4 or 5 affecting this title
also
Contact the Local Government Authority for information relating to item 6 |
| 10. Particulars relating to <i>Livestock Act, 1997</i> | Animal Health in PIRSA has no record of any notice or order affecting this title |

Additional Information

The following additional information is provided for your information only.

These items are not prescribed encumbrances or other particulars prescribed under the Act.

- | | |
|---|---|
| 1. Pipeline Authority of S.A. Easement | Epic Energy has no record of a Pipeline Authority Easement relating to this title |
| 2. State Planning Commission refusal | No recorded State Planning Commission refusal |
| 3. SA Power Networks | SA Power Networks has no interest other than that recorded on the attached notice or registered on the Certificate of Title |
| 4. South East Australia Gas Pty Ltd | SEA Gas has no current record of a high pressure gas transmission pipeline traversing this property |
| 5. Central Irrigation Trust | Central Irrigation Trust has no current records of any infrastructure or Water Delivery Rights associated to this title. |
| 6. ElectraNet Transmission Services | ElectraNet has no current record of a high voltage transmission line traversing this property |
| 7. Outback Communities Authority | Outback Communities Authority has no record affecting this title |
| 8. Dog Fence (<i>Dog Fence Act 1946</i>) | The Dog Fence Board has no current interest in Dog Fence rates relating to this title. |
| 9. Pastoral Board (<i>Pastoral Land Management and Conservation Act 1989</i>) | The Pastoral Board has no current interest in this title |
| 10. Heritage Branch DEW (<i>Heritage Places Act 1993</i>) | Heritage Branch in DEW has no record of any World, Commonwealth or National Heritage interest affecting this title |
| 11. Health Protection Programs – Department for Health and Wellbeing | Health Protection Programs in the DHW has no record of a public health issue that currently applies to this title. |

Notices

Notices are printed under arrangement with organisations having some potential interest in the subject land. You should contact the identified party for further details.

Electricity and Telecommunications Infrastructure - Building Restrictions and Statutory Easements (including those related to gas, water and sewage)

Building restrictions

It is an offence under section 86 of the *Electricity Act 1996* to erect a building or structure within a prescribed distance of aerial or underground powerlines. In some, but not all, cases approval may be obtained from the Technical Regulator. Generally, however, land owners must not build, or alter a building or structure, with the result that any part of the resulting building or structure is within the minimum clearance distance required from certain types of powerlines. These building limitations are set out in the *Electricity (General) Regulations 2012* regulations 81 and 82. Purchasers intending to redevelop the property to be purchased should therefore be aware that the restrictions under the *Electricity Act* and *Regulations* may affect how, or if, they are able to redevelop the property.

In addition, if a building or structure is erected in proximity to a powerline of an electricity entity in contravention of the *Electricity Act*, the entity may seek a court order:

- a) requiring the person to take specified action to remove or modify the building or structure within a specified period;
- b) for compensation from the person for loss or damage suffered in consequence of the contravention; and/or
- c) for costs reasonably incurred by the entity in relocating the powerline or carrying out other work.

Contact the Office of the Technical Regulator in DEM on 8226 5500 for further details.

Statutory easements

Statutory easements for purposes such as (and without limitation) electricity, telecommunications, gas, water and sewage, may also exist, but may not be registered or defined on the title for the land.

Separate from the above building restrictions, South Australia's electricity supply and transmission businesses have statutory easements over land where part of the electricity distribution or transmission system was on, above or under the land as at particular dates specified by legislation.

This notice does not necessarily imply that any statutory or other easement exists.

However, where in existence, statutory easements may provide these organisations and businesses (identified in the relevant legislation) with the right of entry, at any reasonable time, to operate, repair, examine, replace, modify or maintain their equipment, to bring any vehicles or equipment on the land for these purposes, and to install, operate and carry out work on any pipelines, electricity or telecommunications cables or equipment that may be incorporated in, or attached to, their equipment (For example, see Clause 2 of Schedule 1 of the *Electricity Corporations (Restructuring and Disposal) Act 1999*; section 48A of the *Electricity Act 1996*).

For further clarification on these matters, please contact the relevant organisations or businesses, such as SA Power Networks' Easements Branch on telephone 8404 5897 or 8404 5894.

If you intend to excavate, develop or subdivide land, it is suggested that you first lodge a 'Dial Before you Dig' enquiry. Dial Before You Dig is a free referral service that provides information on the location of underground infrastructure. Using the Dial Before you Dig service (<https://1.100.com.au>) may mitigate the risk of injury or expense resulting from inadvertent interference with, damage to, or requirement to relocate infrastructure.

Land Tax Act 1936 and Regulations thereunder

Agents should note that the current owner will remain liable for any additional charge accruing due before the date of this certificate which may be assessed on the land and also that the purchaser is only protected in respect of the tax for the financial year for which this certificate is issued. If the change of ownership will not occur on or before the 30th June, another certificate should be sought in respect of the next financial year or requests for certificate should not be made until after 30th June.

Animal and Plant Control (Agriculture Protection and other purposes) Act 1986 and Regulations

Agents should note that this legislation imposes a responsibility on a landholder to control and keep controlled proclaimed plants and particular classes of animals on a property.

Information should be obtained from:

- The vendor about the known presence of proclaimed plants or animals on the property including details which the vendor can obtain from records held by the local animal and plant control board
- The local animal and plant control board or the Animal and Plant Control Commission on the policies and priorities relating to the control of any serious proclaimed plants or animals in the area where the property is located.

Landscape South Australia 2019

Water Resources Management - Taking of underground water

Under the provisions of the *Landscape South Australia Act 2019*, if you intend to utilise underground water on the land subject to this enquiry the following apply:

- A well construction permit accompanied by the prescribed fee is required if a well/bore exceeding 2.5 meters is to be constructed. As the prescribed fee is subject to annual review, you should visit the webpage below to confirm the current fee
- A licensed well driller is required to undertake all work on any well/bore
- Work on all wells/bores is to be undertaken in accordance with the *General specification for well drilling operations affecting water in South Australia*.

Further information may be obtained by visiting <https://www.environment.sa.gov.au/licences-and-permits/water-licence-and-permit-forms>. Alternatively, you may contact the Department for Environment and Water on (08) 8735 1134 or email DEWwaterlicensing@sa.gov.au.

Certificate of Title

Title Reference: CT 5946/76
Status: CURRENT
Edition: 1

Dealings

No Unregistered Dealings and no Dealings completed in the last 90 days for this title

Priority Notices

NIL

Notations on Plan

Lodgement Date	Completion Date	Dealing Number	Description	Status	Plan
23/06/2005	09/08/2005	10249934	BY-LAWS	FILED	C22998

Registrar-General's Notes

No Registrar-General's Notes exist for this title

Certificate of Title

Title Reference: CT 5946/76
Status: CURRENT
Parent Title(s): CT 5112/892
Dealing(s) Creating Title: ACT 10249933
Title Issued: 09/08/2005
Edition: 1

Dealings

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
01/03/2000	21/03/2000	8845701	MORTGAGE	REGISTERED	NATIONAL AUSTRALIA BANK LTD.



The Registrar-General certifies that this Title Register Search displays the records maintained in the Register Book and other notations at the time of searching.



Certificate of Title - Volume 5946 Folio 76

Parent Title(s) CT 5112/892
Creating Dealing(s) ACT 10249933
Title Issued 09/08/2005 **Edition** 1 **Edition Issued** 09/08/2005

Estate Type

FEE SIMPLE

Registered Proprietor

FERRAGAMO DEVELOPMENTS PTY. LTD. (ACN: 063 397 160)
OF 45 NINTH AVENUE ST PETERS SA 5069

Description of Land

LOT 1 PRIMARY COMMUNITY PLAN 22998
IN THE AREA NAMED ADELAIDE
HUNDRED OF ADELAIDE

PORTION OF THE WITHIN LAND MARKED X EXISTS ABOVE A LEVEL OF 45.00 METRES
A.H.D.

Easements

NIL

Schedule of Dealings

Dealing Number	Description
8845701	MORTGAGE TO NATIONAL AUSTRALIA BANK LTD.

Notations

Dealings Affecting Title NIL

Priority Notices NIL

Notations on Plan

Lodgement Date	Dealing Number	Description	Status
23/06/2005	10249934	BY-LAWS	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

Certificate of Title

Title Reference	CT 5946/76
Status	CURRENT
Easement	NO
Owner Number	7043228*
Address for Notices	45 NINTH AV ST PETERS, SA 5069
Area	109m ² (CALCULATED)

Estate Type

Fee Simple

Registered Proprietor

FERRAGAMO DEVELOPMENTS PTY. LTD. (ACN: 063 397 160)
OF 45 NINTH AVENUE ST PETERS SA 5069

Description of Land

LOT 1 PRIMARY COMMUNITY PLAN 22998
IN THE AREA NAMED ADELAIDE
HUNDRED OF ADELAIDE

PORTION OF THE WITHIN LAND MARKED X EXISTS ABOVE A LEVEL OF 45.00 METRES
A.H.D.

Last Sale Details

There are no sales details recorded for this property

Constraints

Encumbrances

Dealing Type	Dealing Number	Beneficiary
MORTGAGE	8845701	NATIONAL AUSTRALIA BANK LTD.

Stoppers

NIL

Valuation Numbers

Valuation Number	Status	Property Location Address
0201185996	CURRENT	10 CROWTHER STREET, ADELAIDE, SA 5000

Notations

Dealings Affecting Title

NIL

Notations on Plan

Lodgement Date	Dealing Number	Descriptions	Status
23/06/2005 10:23	10249934	BY-LAWS	FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL

Valuation Record

Valuation Number	0201185996
Type	Site & Capital Value
Date of Valuation	01/01/2023
Status	CURRENT
Operative From	01/07/2006
Property Location	10 CROWTHER STREET, ADELAIDE, SA 5000
Local Government	ADELAIDE
Owner Names	FERRAGAMO DEVELOPMENTS PTY. LTD.
Owner Number	7043228*
Address for Notices	45 NINTH AV ST PETERS, SA 5069
Zone / Subzone	CC - Capital City
Water Available	Yes
Sewer Available	Yes
Land Use	1220 - Maisonette
Description	5H G
Local Government Description	Residential

Parcels

Plan/Parcel	Title Reference(s)
C22998 LOT 1	CT 5946/76

Values

Financial Year	Site Value	Capital Value	Notional Site Value	Notional Capital Value	Notional Type
Current	\$355,000	\$780,000			
Previous	\$260,000	\$670,000			

Building Details

Valuation Number	0201185996
Building Style	High Quality Conventional
Year Built	2005
Building Condition	Very Good
Wall Construction	Rendered
Roof Construction	Galvanised Iron
Equivalent Main Area	160 sqm
Number of Main Rooms	5

Note – this information is not guaranteed by the Government of South Australia

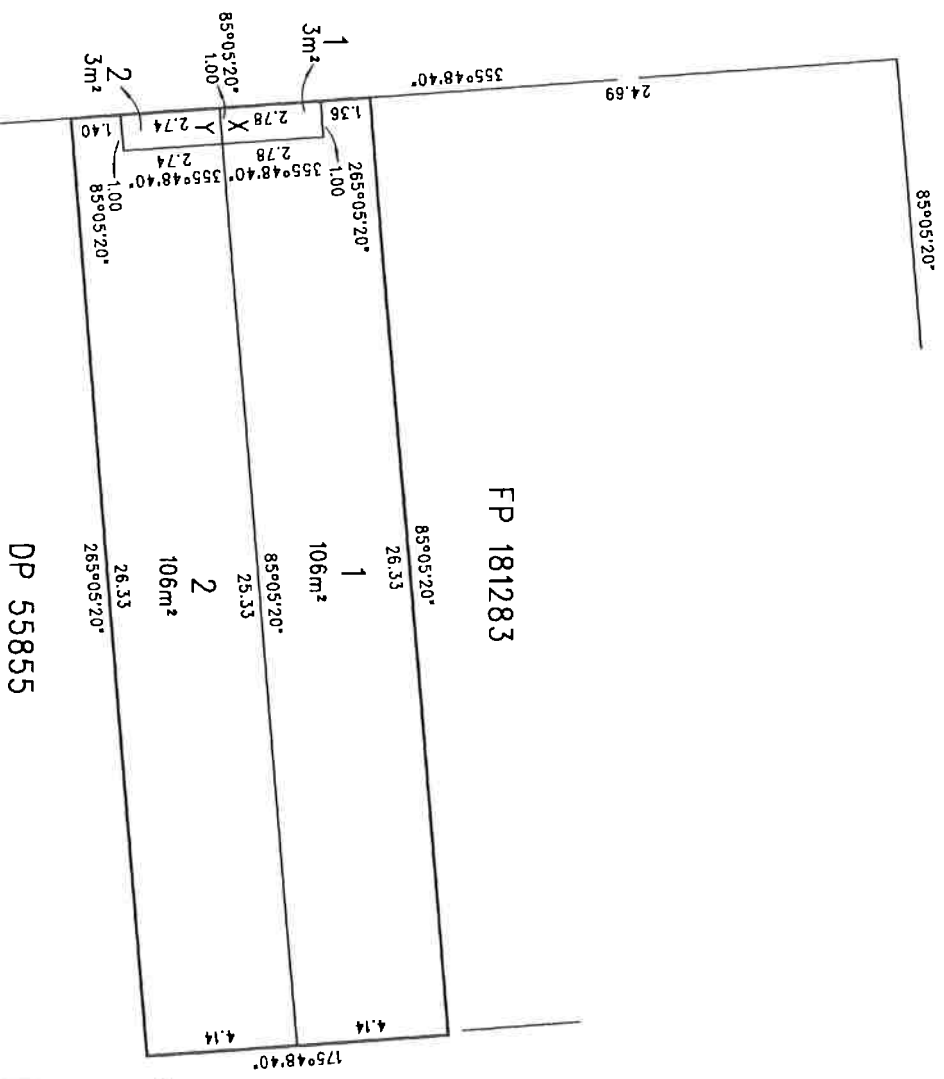
LOCATION PLAN

WAYMOUTH STREET

CROWTHER (PUBLIC)

STREET

LOT NUMBER	TOTAL AREA
1	109m ²
2	109m ²



DP 55855

FP 181283

CP 20459

JOHN C BESTED & ASSOC PTY LTD
 ABN 23 007 916 814
 SURVEYING & PLANNING CONSULTANTS
 362 MAGILL ROAD KENSINGTON PARK 5068
 PHONE (08) 8332 7111 FAX (08) 8364 1829
 email surveyors@johnbested.com.au

REFERENCE No 11755 / 649
 DRAWING No 11755-COM
 VERSION No 3

PORTION OF LOT 1 MARKED X EXISTS ABOVE A LEVEL OF 45.00 METRES AHD.

PORTION OF LOT 2 MARKED Y EXISTS ABOVE A LEVEL OF 45.00 METRES AHD.

THE COMMON PROPERTY (X AND Y) EXISTS BELOW A LEVEL OF 45.00 METRES AHD.

LEGEND

FD	NETWORK STATION	FD	PERMANENT SURVEY MARK
FD	PLACED	FD	PLACED
FD	FOUND	FD	FOUND
FD	GONE	FD	GONE
FD	MP OR RM	FD	SPK FD
FD	BT CONE	FD	BT CONE
FD	DRILL HOLE & WING	FD	DIRECTION CHANGE
FD	PART DISTANCES CALCULATED DATA	FD	(20.52)
FD		FD	20.85 CALC
FD		FD	100.85

<p>CP 22998 COMMUNITY PLAN NUMBER</p> <p>PLAN TYPE PRIMARY</p> <p>THIS IS SHEET 1 OF 2 SHEETS</p>	
<p>DEPOSITED 8 / 8 / 2005</p> <p>CLOSURE CHECKED A.W.</p> <p>PLAN EXAMINED M.D.</p> <p>PLAN APPROVED [Signature]</p> <p>P.M.S. APPROVED [Signature]</p>	<p>PRO REGISTRAR GENERAL</p>
<p>TITLE REFERENCE CT 5112 / 892</p>	
<p>LAND DESCRIPTION ALLOTMENT 15 IN FP 101637</p>	
<p>IRRIGATION AREA HUNDRED ADELAIDE AREA COUNCIL ADELAIDE CITY OF ADELAIDE</p> <p>DIVISION</p>	<p>MAP REFERENCE 6628-41-1m</p>
<p>O.B. FP 47047</p> <p>DEV. No. 020:C055:04</p> <p>SCALE 0 2.5 5 7.5 10 METRES 12.5</p>	<p>TOTAL AREA 218m²</p>
<p>ANNOTATIONS</p> <p>PUBLIC ROAD ABUTTAL VIDE GRO MEMO No. 193 BK 54-3 Po. RG. 6.3.2008</p>	
<p>THE SERVICE INFRASTRUCTURE WAS NOT AVAILABLE AT TIME OF SURVEY.</p>	
<p>ALL DISTANCES ARE GROUND DISTANCES</p> <p>COMBINED SCALE FACTOR 1.00019</p> <p>BEARING DATUM 175°48'39"</p> <p>DEIVED FROM PM 6628/13289 - PM 6628/13319</p>	
<p>CERTIFICATE OF LICENSED SURVEYOR</p> <p>I, JOHN CHARLES BESTED</p> <p>a Licensed Surveyor under the Survey Act, 1992, certify that:</p> <p>(a) I am a person who is qualified to be a licensed surveyor under the Survey Act, 1992, and I am the person who</p> <p>(b) this Community Plan has been correctly prepared in accordance with the Community Titles Act, 1996, to a scale prescribed by regulation.</p> <p>Dated the 11th day of February 2005</p> <p>Licensed Surveyor [Signature]</p>	

LOT ENTITLEMENT SHEET

CP 22998

THIS IS SHEET 2 OF 2 SHEETS

APPROVED M.O. 12/2005	DEPOSITED 8/8/2005	<i>[Signature]</i>
-----------------------------	-----------------------	--------------------

APPLICATION 10249933

PRO REGISTRAR-GENERAL

SCHEDULE OF LOT ENTITLEMENTS		
LOT	LOT ENTITLEMENT	SUBDIVIDED
1	50	
2	50	
AGGREGATE	100	

CERTIFICATE OF LAND VALUER

I, **Jarrod Harper**, being a land valuer within the meaning of the Land Valuers Act 1994 certify that this schedule is correct for the purposes of the Community Titles Act 1996

Dated the 1st day of June 2005

[Signature]
Signature of Land Valuer

212

FORM LE1

Orig. LF 10249934



10:23 23-Jun-2005

2 of 2

Fees: \$0.00

BELOW THIS LINE FOR OFFICE USE ONLY

SERIES NO.	PREFIX
2	EF

C22998

Date:	Time:
FEEES	
R.G.O.	POSTAGE
98	

**LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA**

**LODGEMENT FOR FILING UNDER THE
COMMUNITY TITLES ACT 1996**

FORM APPROVED BY THE REGISTRAR-GENERAL

BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: D. Furlong DDF1
Correction to: D. Furlong DDF1

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED
WITH INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1.
2.
3.
4.
5.

Assessor

PICK-UP NO.	
CP	

Lands Title 15:38 23/06/05 126629
REGISTRATION FEE \$98.00

DV32

CORRECTION 30/6/05 RB 8/8/05	PASSED
------------------------------------	------------

FILED	8 AUG 2005
	pro
REGISTRAR-GENERAL	

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE
UNDERMENTIONED AGENT(S)

ITEM	AGENT CODE
	DDF1

Requisition Notice

Documents

DO NOT DETACH	
Doc. No.	10249934
Initials	
Date	8/8/05

Reference **By-Laws 10249934**
Agent **D*FRAGNITO (DDF1)**
Date **30/06/2005**

Examiner **Norm Swansson**
swansson.norman@saugov.sa.gov.au
Telephone 8226 3983
Facsimile (08) 8226 3899

-
- Note 1** All amendments must be initialled by the certifying party.
- Note 2** When amending do not delete pencil notes. See Standards approved by Registrar-General for Forms of Instruments on Land Services Group Internet www.landservices.sa.gov.au.
- Note 3** All requisitions must be compiled within two months; failure to do so will subject this document and any associated series to rejection procedures. See Section 220(e) of the Real Property Act.
- Note 4** Requisition enquiries by appointment only.
- Note 5** Any alteration must be made by striking through the matter intended to be altered and not by erasing, rubbing, painting, scraping or cutting the surface of the paper.
-

Please attend to the following requisitions:

No. Requisition

1. Query by-law 4. If the Lots are to be used for non-residential purposes a Scheme Description is required (see Sections 11 and 15 of the Community Titles Act).

The building thereon are for residential purposes, and the Council has approved building for residential purposes.
A scheme description will not be lodged.

Terms of Instrument Not
Checked by Lands Titles Office ✓

By-Laws ✓
Development No 020:C055:04 ✓

By - Laws for six or
Less Lots

COMMUNITY TITLES ACT 1996

BY-LAWS

COMMUNITY PLAN NO

22998 ✓

10 CROWTHER STREET

ADELAIDE SA 5000

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COMMUNITY BY-LAWS

PLAN NO

WARNING

The terms of these By-Laws are binding on the Community Corporation, the owners of the community Lots and the persons entering the community parcel.

These By-Laws relate to the control and preservation of the essence or theme of the Community Corporation and as such may only be amended or revoked by unanimous resolution of the Community Corporation in accordance with section 39 of the Community Titles Act (Regulations).

Part 1 – Preliminary

Interpretation

1. In these by-laws:

“Act” means the *Community Titles Act 1996*.

“a lot” means a Community Lot as defined in the Act.

“corporation” means Community Corporation No 22998 Incorporated.

“occupier” of a lot includes, if the lot is unoccupied, the owner of the lot.

Part 2 – Mandatory By – Laws

Administration, Management and Control of Common Property

2. The corporation is responsible for the administration, management and control of the common property. The following provisions under section 35 (i) of the Community Titles Act are exempt: conducting of meetings (except for the first one) keeping of accounting records, administrative and sinking fund, and the requirement of keeping register.

Use and Enjoyment of the Common Property

3. The Common Property is, subject to the Act and these by-laws, for the common use and enjoyment of residents in the community scheme and their visitors.

Use of Lots

4. A person must not use a lot for non-residential purposes, unless the use has been approved by the corporation.

Part 3 – Maintenance and Use of Lots

Maintenance and repair

5.

- (i) The owner of a lot must maintain and keep in good repair buildings and structural improvements to the lot (including paintwork and external finishes)

Occupiers Obligations to Maintain the Lot in Good Condition

6.

- (1) The occupier of a lot must keep the lot in a clean and tidy condition.
- (2) The occupier must properly maintain lawns and gardens on the lot.
- (3) The occupier of a lot must –
 - (a) store garbage in an appropriate container that prevents the escape of unpleasant odours; and
 - (b) comply with any requirements of the council for the disposal of garbage.

Part 4 – Prohibition of Disturbance

Disturbance

7.

- (1) The occupier of a lot must not engage in conduct that unreasonably disturbs the occupier of another lot or other who are lawfully on a lot.
- (2) The occupier of a lot must ensure, as far as practicable, that persons who are brought or allowed onto a lot or the common property by the occupier, do not engage in conduct that unreasonably disturbs the occupier of another lot or others who are lawfully on a lot or the common property.

Part 5 – General Provisions

Display of Advertisements

8. (1) A person must not display an advertisement or sign on the lots without the approval of the corporation.
- (2) However, this section does not prevent the display of an advertisement associated with the sale of the lot.

Offence

9. A person who contravenes or fails to comply with a provision of these by-laws is guilty of an offence.

Maximum Penalty \$500

Part 6 – Insurance

Insurance

10. Each proprietor of a lot shall insure all buildings and other improvements on the lot. The insurance must be against risks that a normally prudent person would insure against and:
 - (a) must be for the full cost of replacing the building or improvements with new materials, and
 - (b) must cover incidental costs such as demolition, site clearance and architects fees.

Part 7 – Keeping of Pets

Keeping of Pets

11. (1) The resident of a lot must not, except with the approval of the Community Corporation, keep a pet weighing more than 20 kilograms on the lot or other part of the common property.
- (2) Notwithstanding by-law 11. (1) above:
An occupation of a lot or a visitor to the community parcel who suffers from a disability, may keep or use a dog that is trained to assist in respect of that disability.

- (3) Where a resident of a lot or any other person who is on the common property with a residents consent (express or implied) brings or keeps a pet on the lot or any other part of the common property, that proprietor or occupier is:
- (a) Liable to the proprietor or occupier of their lots and all other persons lawfully on the common property for any noise which is disturbing to an extent which is unreasonable and for damage to or loss of property or injury to any person caused by the pet; and
 - (b) Responsible for cleaning up after the pet has defecated on any part of another lot or any part of the common property.

Signed by the Registered Proprietors

EXECUTED BY
FERRAGAMO DEVELOPMENTS PTY LTD
BY THE AUTHORITY
OF THE DIRECTORS

X..... DIRECTOR
X..... SECRETARY



ABN 19 040 349 865
Emergency Services Funding Act 1998

CERTIFICATE OF EMERGENCY SERVICES LEVY PAYABLE

The Emergency Services Levy working for all South Australians

The details shown are current as at the date of issue.

PIR Reference No: 2568275

COSIMO FRAGNITO
82 NEWTON ROAD
CAMPBELLTOWN SA 5074

DATE OF ISSUE
03/07/2024

ENQUIRIES:
Tel: (08) 8226 3750
Email: revsaesl@sa.gov.au

OWNERSHIP NUMBER	OWNERSHIP NAME			
7043228*	FERRAGAMO DEVELOPMENTS PTY LTD			
PROPERTY DESCRIPTION				
10 CROWTHER ST / ADELAIDE SA 5000 / LT 1 C22998				
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple titles)</small>	CAPITAL VALUE	AREA / FACTOR	LAND USE / FACTOR
0201185996	CT 5946/76	\$880,000.00	R4 1.000	RE 0.400
LEVY DETAILS:		FIXED CHARGE	\$	50.00
		+ VARIABLE CHARGE	\$	331.55
FINANCIAL YEAR		- REMISSION	\$	204.15
2024-2025		- CONCESSION	\$	0.00
		+ ARREARS / - PAYMENTS	\$	0.00
		= AMOUNT PAYABLE	\$	177.40

Please Note: If a concession amount is shown, the validity of the concession should be checked prior to payment of any outstanding levy amount. The expiry date displayed on this Certificate is the last day an update of this Certificate will be issued free of charge. It is not the due date for payment.

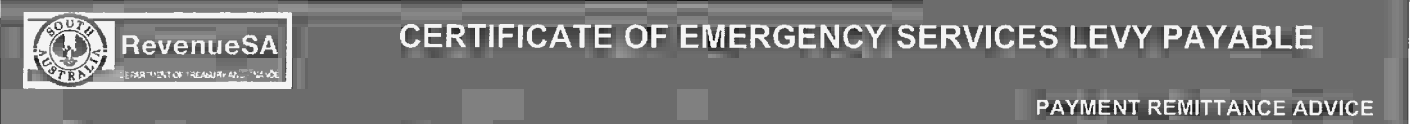
EXPIRY DATE 13/08/2024



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



OWNERSHIP NUMBER

7043228*

OWNERSHIP NAME

FERRAGAMO DEVELOPMENTS PTY LTD

AGENT NUMBER

100027063

ASSESSMENT NUMBER

0201185996

AGENT NAME

COSIMO FRAGNITO

AMOUNT PAYABLE

\$177.40

EXPIRY DATE

13/08/2024

+80012935730022> +001571+ <0550647807> <0000017740> +444+

Please Note:

Please check that the property details shown on this Certificate are correct for the land being sold.

The amount payable on this Certificate is accurate as at the date of issue.

This Certificate is only valid for the financial year shown.

If the change of ownership will occur in the following financial year, you must obtain another Certificate after 30 June.

Payment should be made as part of the settlement process.

The amount payable on this Certificate must be paid in full even if only a portion of the subject land is being sold. RevenueSA cannot apportion the ESL.

If the amount payable is not paid in full, the purchaser may become liable for all of the outstanding ESL as at the date of settlement.

The owner of the land as at 12:01am on 1 July in the financial year of this Certificate will remain liable for any additional ESL accrued before the date of this Certificate, even if the amount payable on this Certificate has been paid.

Provision of this Certificate does not relieve the land owner of their responsibility to pay their Notice of ESL Assessment by the due date.

If the owner of the subject land is receiving an ESL pensioner concession but was not living in the property as their principal place of residence as at 12:01am on 1 July of the current financial year, or is now deceased, you must contact RevenueSA prior to settlement.

For more information:

Visit: www.revenuesa.sa.gov.au
Email: revsupport@sa.gov.au
Phone: (08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at: www.revenuesaonline.sa.gov.au

OR

By Post to:

RevenueSA
Locked Bag 555
ADELAIDE SA 5001



RevenueSA

DEPARTMENT OF THE TREASURY AND FINANCE

ABN 19 040 349 865
Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

This form is a statement of land tax payable pursuant to Section 23 of the Land Tax Act 1936. The details shown are current as at the date of issue.

PIR Reference No: 2568275

COSIMO FRAGNITO
82 NEWTON ROAD
CAMPBELLTOWN SA 5074

DATE OF ISSUE
03/07/2024

ENQUIRIES:
Tel: (08) 8226 3750
Email: landtax@sa.gov.au

OWNERSHIP NAME		FINANCIAL YEAR	
FERRAGAMO DEVELOPMENTS PTY LTD & ANR		2024-2025	
PROPERTY DESCRIPTION			
10 CROWTHER ST / ADELAIDE SA 5000 / LT 1 C22998			
ASSESSMENT NUMBER	TITLE REF. <small>(A "+" indicates multiple titles)</small>	TAXABLE SITE VALUE	AREA
0201185996	CT 5946/76	\$390,000.00	0.0106 HA
DETAILS OF THE LAND TAX PAYABLE FOR THE ABOVE PARCEL OF LAND:			
CURRENT TAX	\$ 3,533.44	SINGLE HOLDING	\$ 0.00
- DEDUCTIONS	\$ 1,444.16		
+ ARREARS	\$ 2,669.71		
- PAYMENTS	\$ 0.00		
= AMOUNT PAYABLE	\$ 4,758.99		

Please Note: If the Current Tax details above indicate a Nil amount, the property may be subject to an Exemption. This exemption should be validated prior to settlement. In order to ensure indemnity for the purchaser of this land, full payment of the amount payable is required:

ON OR BEFORE **13/08/2024**



Government of South Australia

See overleaf for further information

DETACH AND RETURN THE PAYMENT REMITTANCE ADVICE WITH YOUR PAYMENT



RevenueSA

DEPARTMENT OF THE TREASURY AND FINANCE

Land Tax Act 1936

CERTIFICATE OF LAND TAX PAYABLE

PAYMENT REMITTANCE ADVICE

OWNERSHIP NUMBER
T0801097

OWNERSHIP NAME
FERRAGAMO DEVELOPMENTS PTY LTD & ANR

ASSESSMENT NUMBER
0201185996

AMOUNT PAYABLE
\$4,758.99

AGENT NUMBER
100027063

AGENT NAME
COSIMO FRAGNITO

PAYABLE ON OR BEFORE
13/08/2024

+80012935800012> +000927+ <0551131453> <0000475899> +444+

Please Note:

Please check that the property details shown on this Certificate are correct for the land being sold.

This Certificate is only valid for the financial year shown.

If the change of ownership will occur in the following financial year, you must obtain another Certificate after 30 June.

Payment should be made as part of the settlement process.

The amount payable on this Certificate must be paid in full even if only a portion of the subject land is being sold. RevenueSA cannot apportion the land tax.

If the amount payable is not paid in full on or before the due date shown on this Certificate, the purchaser will not be released from liability of the whole amount of the land tax outstanding as at the date of settlement.

The owner of the land as at midnight on 30 June immediately before the financial year of this Certificate will remain liable for any additional land tax accrued before the date of this Certificate, even if the amount payable on this Certificate has been paid.

The amount payable on this Certificate is the land tax payable at the date of issue. However, land tax for a particular financial year may be reassessed at any time, changing the amount payable.

Should a reassessment occur after this Certificate has been paid in full, the purchaser will remain indemnified and will not be responsible for payment of the new land tax payable amount. The owner at the beginning of the relevant financial year will be responsible for payment of any additional land tax payable.

Should a reassessment occur after this Certificate has been issued but not paid in full, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.

Should a reassessment occur after this Certificate has been paid in full and the Certificate is subsequently updated, the purchaser will not be indemnified and may become responsible for payment of the new land tax payable amount.

Provision of this Certificate does not relieve the land owner of their responsibility to pay their Notice of Land Tax Assessment by the due date.

For more information:

Visit: www.revenuesa.sa.gov.au
Email: revsupport@sa.gov.au
Phone: (08) 8226 3750

PAYMENT OF THIS CERTIFICATE CAN ONLY BE MADE

Online at:

OR

By Post to:

www.revenuesaonline.sa.gov.au

RevenueSA
Locked Bag 555
ADELAIDE SA 5001

Account Number 02 01185 99 6	L.T.O Reference CT594676	Date of issue 19/7/2024	Agent No. 264	Receipt No. 2588209
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MR D FRAGNITO
82 NEWTON RD
CAMPBELLTOWN SA 5074
admin@fragnitoconveyancing.com.au

Property Assist/Elec

Certificate of Water and Sewer Charges & Encumbrance Information

Property details:

Customer: FERRAGAMO DEVELOPMENTS PTY L
Location: 10 CROWTHER ST ADELAIDE LT 1 C22998
Description: 5H G **Capital Value:** \$ 880 000
Rating: Residential

Periodic charges

Raised in current years to 30/9/2024

		\$
	Arrears as at: 30/6/2024 :	0.00
Water main available: 1/7/2006	Water rates :	78.60
Sewer main available: 1/7/2006	Sewer rates :	136.84
	Water use :	126.30
	SA Govt concession :	0.00
	Recycled Water Use :	0.00
	Service Rent :	0.00
	Recycled Service Rent :	0.00
	Other charges :	0.00
	Goods and Services Tax :	0.00
	Amount paid :	0.00
	Balance outstanding :	341.74

Degree of concession: 00.00%
Recovery action taken: ACCOUNT SENT

Next quarterly charges: Water supply: 78.60 Sewer: 136.84 Bill: 2/10/2024

This Account is billed four times yearly for water use charges.

The last Water Use Year ended on 25/03/2024.

Please note: If you have also ordered a Special Meter Reading for this property and it comes back as estimated, please ensure you provide a photo of the meter including serial number to have the certificate reissued.

SA Water has no record of an Encumbrance on this property as at the date of issue of this certificate.



South Australian Water Corporation

Name:

FERRAGAMO DEVELOPMENTS PTY L

Water & Sewer AccountAcct. No.: **02 01185 99 6****Amount:** _____**Address:**10 CROWTHER ST ADELAIDE LT 1
C22998

Payment Options

EFT**EFT Payment**

Bank account name:	SA Water Collection Account
BSB number:	065000
Bank account number:	10622859
Payment reference:	0201185996

**Bill code: 8888**
Ref: 0201185996

Telephone and Internet Banking — BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More information at bpay.com.au**Paying online**Pay online at www.sawater.com.au/paynow for a range of options. Have your account number and credit card details to hand.**Paying by phone**

Call 1300 650 870 and pay by phone using your Visa/Mastercard 24/7.

SA Water account number: 0201185996





25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Email: rates@cityofadelaide.com.au

Dear Sir/Madam,

Land and Business (Sale and Conveyancing) Act – Section 7 enquiries.

I have received your letter requesting information on encumbrances for the property as detailed below:

Title Reference CT-5946/76
Owner Name FERRAGAMO DEVELOPMENTS P/L
Address of Property 10 Crowther Street, ADELAIDE SA 5000

You are advised:

If there are any encumbrances on this property, they are attached hereto.

In addition:

Please be advised that any rebates which apply to this property may not still be applicable with a change in ownership.

Yours faithfully,

Pp
Michael Sedgman
Acting Chief Executive Officer



THE CORPORATION OF THE CITY OF ADELAIDE
LOCAL GOVERNMENT RATES SEARCH

Rates & Property Enquiries: 8203 7203
Email: rates@cityofadelaide.com.au



25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

FRAGNITO CONVEYANCING
82 Newton Rd, CAMPBELLTOWN SA 5074

Dear Sir/Madam,

Certificate in accordance with Section 187 of the Local Government Act.

I have received your request for information on the Premises below.

<i>Fee Paid</i>	\$40.25
<i>Date Received</i>	08-Jul-2024
<i>Receipt No.</i>	6737568

Document Issue Date 08-Jul-2024

PROPERTY ADDRESS	10 Crowther Street, ADELAIDE SA 5000
PROPERTY DESCRIPTION	Lot 1 CP 22998
PROPERTY TITLES	CT-5946/76
OWNER OF PROPERTY	FERRAGAMO DEVELOPMENTS P/L

Local Government Act 1999 [Act]

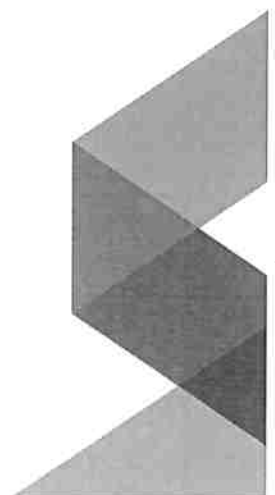
**Liability for rates if land is not rateable for the whole of the financial year
Section 179.**

- (1) If land is rateable for portion, but not for the whole, of a financial year, the land will be subject to rates imposed for the financial year but there will be a proportionate reduction in the amount of rates.
- (2) A council may, for the purposes of the operation of subsection (1) in respect of land that becomes rateable after the adoption of valuations by the council for the relevant year, specifically adopt a valuation of the land

Fines for Late Payment: If an instalment is not received on or before the due date (2nd September, 2nd December, 3rd March and 2nd June) a fine of 2% will attach to the instalment amount in arrears at that time, and a further interest levy of 0.76% will be added to the amount in arrears (including the amount of any previous unpaid fine, but excluding interest from any previous month) outstanding at the end of each month thereafter.

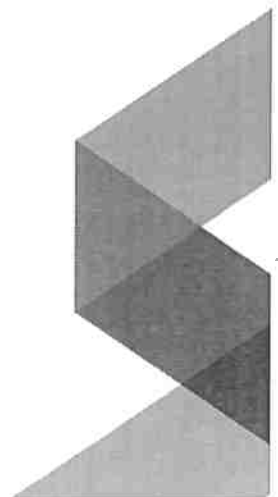
Yours faithfully,

pp
Michael Sedgman
Acting Chief Executive Officer



Assessment No: 28492 7

Property Location	10 Crowther Street, ADELAIDE SA 5000
Rateable Valuation	\$18,400
Arrears	\$0.00
Arrears Legal Fees	\$0.00
Gross Rates	\$2,086.00
(includes Regional Landscape Levy)	
Interest, Current	\$0.00
Interest, Arrears	\$0.00
Rebates	\$0.00
Legal Charges, Current	\$0.00
Deferred Debts	\$0.00
	\$0.00
Paid	\$0.00
Overpayments	\$0.00
Refunds	\$0.00
Outstanding Balance	\$2,086.00





CITY OF
ADELAIDE

Change of Ownership – New Owner Information

Rates & Property Enquiries: 8203 7203

Please fill in the below information or provide to the purchaser to fill in and return to rates@cityofadelaide.com.au or to GPO Box 2252 ADELAIDE SA 5001

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

FRAGNITO CONVEYANCING
82 Newton Rd, CAMPBELLTOWN SA 5074

File reference:
Phone number:

ABN 20 903 762 572

Certificate of Title:	CT-5946/76
Property Description:	Lot 1 CP 22998
Property Address:	10 Crowther Street, ADELAIDE SA 5000
Previous Owner: (Full names)	FERRAGAMO DEVELOPMENTS P/L
New Owner: (titles and full names)	
New Owner Postal address for future notices: (or managing agent)	
New Owner Postal address for general mail: (if different to above)	
New Owner contact phone number(s):	
New Owner email address:	
Settlement Date:	

This information is provided to the City of Adelaide for local government related purposes and is held in accordance with our privacy policy, available at <https://www.cityofadelaide.com.au>



Date: 20 May 2024

Email: city@cityofadelaide.com.au



**CITY OF
ADELAIDE**

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Dear Sir/Madam,

Land and Business (Sale and Conveyancing) Act – Section 7 enquiries.

I have received your letter requesting information on encumbrances for the property as detailed below:

Title Reference	CT-5946/76
Owner Name	FERRAGAMO DEVELOPMENTS P/L
Address of Property	10 Crowther Street, ADELAIDE SA 5000

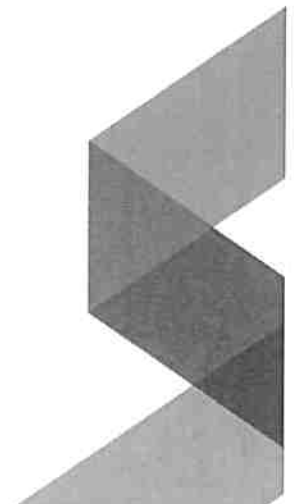
You are advised:

- If there are any encumbrances on this property, they are attached hereto.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Michael Sedgman'.

pp
Michael Sedgman
Acting Chief Executive Officer



**THE CORPORATION OF THE CITY OF ADELAIDE
LOCAL GOVERNMENT RATES SEARCH**

Rates & Property Enquiries: 8203 7203

Email: city@cityofadelaide.com.au

FRAGNITO CONVEYANCING
82 Newton Rd, CAMPBELLTOWN SA 5074

Dear Sir/Madam

Certificate in accordance with Section 187 of the Local Government Act.

I have received your request for information on the Premises below.

Date Received	14 May 2024
Receipt Number	6708203
Document Issue Date	20 May 2024
Property Address	10 Crowther Street, ADELAIDE SA 5000
Property Description	Lot 1 CP 22998
Property Titles	CT-5946/76
Owner of Property	FERRAGAMO DEVELOPMENTS P/L

Local Government Act 1999 [Act]

Liability for rates if land is not rateable for the whole of the financial year

Section 179

(1) If land is rateable for portion, but not for the whole, of a financial year, the land will be subject to rates imposed for the financial year but there will be a proportionate reduction in the amount of rates.

(2) A council may, for the purposes of the operation of subsection (1) in respect of land that becomes rateable after the adoption of valuations by the council for the relevant year, specifically adopt a valuation of the land

Fines for Late Payment:

If an instalment is not received on, or before, the due date (1st September; 1st December; 1st March; 1st June), a fine of 2% will be applied to the instalment amount in arrears at that time. A further interest levy of 0.75% will also be added to the amount in arrears (including the amount of any previous unpaid fine but excluding interest from any previous month) outstanding at the end of each month thereafter.

Yours faithfully,



pp
Michael Sedgman
Acting Chief Executive Officer

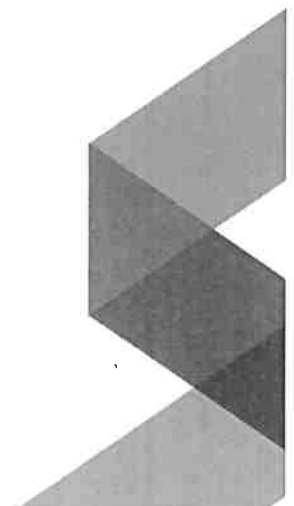


**CITY OF
ADELAIDE**

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W cityofadelaide.com.au

ABN 20 903 762 572





CITY OF
ADELAIDE

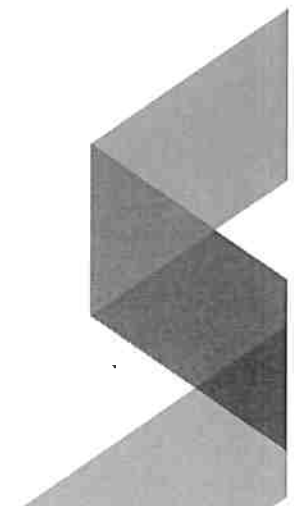
Assessment No: 28492 7

25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Property Location	10 Crowther Street, ADELAIDE SA
Rateable Valuation	\$19,400
Arrears	\$0.00
Arrears Legal Fees	\$0.00
Gross Rates	\$2,263.95
(includes Regional Landscape Levy)	
Interest, Current	\$0.00
Interest, Arrears	\$0.00
Rebates	\$0.00
Legal Charges, Current	\$0.00
Deferred Debts	\$0.00
	\$0.00
Paid	\$-1,698.00
Overpayments	\$0.00
Refunds	\$0.00
Outstanding Balance	\$565.95



Change of Ownership – New Owner Information

Rates & Property Enquiries: 8203 7203

Please fill in the below information or provide to the purchaser to fill in and return to r.mail@cityofadelaide.com.au or to GPO Box 2252 ADELAIDE SA 5001

Name: FRAGNITO CONVEYANCING
Address: 82 Newton Rd, CAMPBELLTOWN SA 5074

File reference:

Phone number:



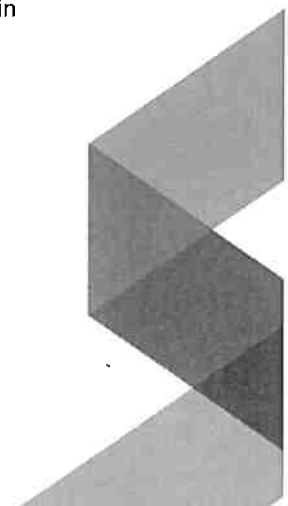
25 Pirie Street, Adelaide
GPO Box 2252 Adelaide
South Australia 5001

T (08) 8203 7203
F (08) 8203 7575
W cityofadelaide.com.au

ABN 20 903 762 572

Certificate of Title:	CT-5946/76
Property Description:	Lot 1 CP 22998
Property Address:	10 Crowther Street, ADELAIDE SA 5000
Previous Owner: (Full names)	FERRAGAMO DEVELOPMENTS P/L
New Owner: (Titles and full names)	
New Owner's Postal address for future notices: (or managing agent)	
New Owner's Postal address for general mail: (if different to above)	
New Owner's contact phone number(s):	
New Owner's email address:	
Settlement Date:	

This information is provided to the City of Adelaide for local government related purposes and is held in accordance with our privacy policy, available at <https://www.cityofadelaide.com.au>



PRESCRIBED INFORMATION

Address: 10 Crowther Street, ADELAIDE SA 5000
Alternate:
Certificate of Title: CT-5946/76

Reference: 2024/00695
Dated: 20 May 2024

Prescribed encumbrance	Other particulars required
Part 1—Items that must be included in statement	
<i>{If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in column 1.}</i>	
<i>Development Act 1993 (repealed)</i>	
Section 42 – Condition (that continues to apply) of a development authorisation	Date of Authorisation: Name of relevant authority that granted authorisation: Condition(s) of authorisation: <i>Development Conditions – See Attachment</i>
<i>Repealed Act conditions</i>	
Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971 (repealed)</i> , the <i>City of Adelaide Development Control Act 1976 (repealed)</i> , the <i>Planning Act 1982 (repealed)</i> or the <i>Planning and Development Act 1966 (repealed)</i>	Nature of Condition(s):

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
Part 5 – Planning and Design Code	<p>Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code); Refer to attached PlanSA Section 7 Report</p> <p>Is there a State heritage place on the land or is the land situated in a State heritage area? *YES/NO</p> <p>Is the land designated as a local heritage place? *YES/NO</p> <p>Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land? *YES/NO</p> <p>Is there a current amendment to the Planning and Design Code released for public consultation by a designated entity on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? *YES/NO</p>
Section 127 - Condition (that continues to apply) of a development authorisation	<p>Date of authorisation:</p> <p>Name of relevant authority that granted authorisation:</p> <p>Condition(s) of authorisation:</p> <p>Refer to attached PlanSA Section 7 Report</p>

PRESCRIBED INFORMATION

Part 2—Items to be included if land affected

[If an item is not applicable, strike it out or write "NOT APPLICABLE" or "N/A" in column 1, or else omit the items and headings that are not applicable.]

Development Act 1993

<p>section 50(1)— Requirement to vest land in a council or the Crown to be held as open space</p>	<p>Date requirement given:</p> <p>Name of body giving requirement:</p> <p>Nature of requirement:</p> <p>Contribution payable (if any):</p>
<p>section 50(2)— Agreement to vest land in a council or the Crown to be held as open space</p>	<p>Date of agreement:</p> <p>Names of parties:</p> <p>Terms of agreement:</p> <p>Contribution payable (if any):</p>
<p>section 55— Order to remove or perform work</p>	<p>Date of order:</p> <p>Terms of order:</p> <p>Building work (if any) required to be carried out:</p> <p>Amount payable (if any):</p>
<p>section 56— Notice to complete development</p>	<p>Date of notice:</p> <p>Requirements of notice:</p> <p>Building work (if any) required to be carried out:</p> <p>Amount payable (if any):</p>
<p>Section 57— Land management agreement</p>	<p>Date of agreement:</p> <p>Names of parties:</p> <p>Terms of agreement:</p>
<p>Section 69— Emergency Order</p>	<p>Date of order:</p> <p>Name of authorised officer who made order:</p> <p>Name of authority that appointed authorised officer:</p> <p>Nature of order:</p> <p>Amount payable (if any):</p>
<p>Section 71— Fire safety notice</p>	<p>Date of notice:</p> <p>Name of authorised officer giving notice:</p>

PRESCRIBED INFORMATION

	Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any):
Section 84—Enforcement notice	Date notice given: Name of relevant authority giving notice: Nature of directions contained in notice: Building work (if any) required to be carried out: Amount payable (if any):
section 85(6), 85(10) or 106—Enforcement order	Date order made: Name of court that made order: Action number: Names of parties: Terms of order: Building work (if any) required to be carried out:
Part 11 Division 2—Proceedings	Date of commencement of proceedings: Date of determination or order (if any): Terms of determination or order (if any):
Confirmed – Planning/Development Section	
<i>Fire and Emergency Services Act 2005</i>	
section 105F (or section 56 or 83 (repealed))—Notice of action required concerning flammable materials on land	Date of notice: Person or body who issued notice: Requirements of notice (as stated therein): Amount payable (if any):
Confirmed – Enforcement/Compliance section:	
<i>Food Act 2001</i>	
section 44—Improvement notice	Date of notice: Name of authorised officer who served notice: Name of authority that appointed officer: Requirements of notice:
section 46—Prohibition order	Date of order:

PRESCRIBED INFORMATION

	<p>Name of authority or person who served order:</p> <p>Requirements of order:</p>
<p>Confirmed – Environmental Health section:</p>	
<p><i>Housing Improvement Act 1940</i></p>	
<p>section 23— declaration that house is undesirable or unfit for human habitation</p>	<p>Date of declaration:</p> <p>Those particulars required to be provided by a council under section 23:</p>
<p>Part 7 (rent control for substandard houses) — Notice of declaration</p>	<p>Date of notice or declaration</p> <p>Those particulars required to be provided by the housing authority under section 60:</p>
<p>Confirmed – Building/Development section:</p>	
<p><i>Land Acquisition Act 1969</i></p>	
<p>Section 10 — Notice of intention to acquire</p>	<p>Date of notice:</p> <p>Name of Authority who served notice:</p> <p>Description of land intended to be acquired (as described in the notice):</p>

PRESCRIBED INFORMATION

Local Government Act 1934 (repealed)	
Notice, order, declaration, charge, claim or demand given or made under the Act	Date of notice, order etc: Name of council by which, or person by whom, notice, order etc is given or made: Land subject thereto: Nature of requirements contained in notice, order etc: Time for carrying out requirements: Amount payable (if any):
Local Government Act 1999	
Notice, order, declaration, charge, claim or demand given or made under the Act	Date of notice, order etc: Name of council by which, or person by whom, notice, order etc is given or made: Land subject thereto: Nature of requirements contained in notice, order etc: Time for carrying out requirements: Amount payable (if any):
Confirmed – General section:	
Local Nuisance and Litter Control Act 2016	
Section 30 – Nuisance or litter abatement notice	Date of notice: Notice issued by: Nature of requirements contained in notice: Time for carrying out requirements:
Planning, Development and Infrastructure Act 2016	
section 141 – Order to remove or perform work	Date of order: Terms of order: Building work (if any) required to be carried out:

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
	Amount payable (if any):
section 142 – Notice to complete development	Date of notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any):
section 155 – Emergency order	Date of order: Name of authorised officer who made order: Name of authority that appointed the authorised officer: Nature of order: Amount payable (if any):
section 157 – Fire safety notice	Date of notice: Name of authority giving notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any):
section 192 or 193 – Land management agreement	Date of agreement: Names of parties: Terms of agreement:
section 198(1) – Requirement to vest land in a council or the Crown to be held as open space	Date requirement given: Name of body giving requirement: Nature of requirement: Contribution payable (if any):
section 198(2) – Agreement to vest land in a council or the Crown to be held as open space	Date of agreement: Names of parties: Terms of agreement: Contribution payable (if any):

PRESCRIBED INFORMATION

Planning, Development and Infrastructure Act 2016	
Part 16 Division 1 – Proceedings	Date of commencement of proceedings: Date of determination or order (if any): Terms of determination or order (if any):
section 213 – Enforcement notice	Date notice given: Name of designated authority giving notice: Nature of directions contained in notice: Building work (if any) required to be carried out: Amount payable (if any):
Section 214(6), 214(10) or 222 – Enforcement order	Date order made: Name of court that made order: Action number: Name of parties: Terms of order: Building work (if any) required to be carried out:
Confirmed – Building/development section:	

PRESCRIBED INFORMATION

Public and Environmental Health Act 1987 (repealed)	
Part 3—Notice	<p>Date of notice:</p> <p>Name of council or other authority giving notice:</p> <p>Requirements of notice:</p>
Public and Environmental Health (Waste Control) Regulations 2010 (or 1995) (revoked) Part 2—Condition (that continues to apply) of an approval	<p>Date of approval:</p> <p>Name of relevant authority that granted the approval:</p> <p>Condition(s) of approval:</p>
Public and Environmental Health (Waste Control) Regulations 2010 (revoked) regulation 19—Maintenance order (that has not been complied with)	<p>Date of order:</p> <p>Name of authority giving order:</p> <p>Requirements of order:</p>
Confirmed – Environmental Health section:	
South Australian Public Health Act 2011	
section 92-Notice	<p>Date of notice:</p> <p>Name of Council or other relevant authority giving notice:</p> <p>Requirements of notice</p>
South Australian Public Health (Wastewater) Regulations 2013 Part 4-Condition (that continues to apply) of an approval	<p>Date of approval:</p> <p>Name of person or body that granted the approval:</p> <p>Condition (s) of approval:</p>
Confirmed – Health section:	

PRESCRIBED INFORMATION

Other charges

Charge of any kind affecting the land (not included in another item)

Person or body in whose favour charge exists:

Nature of charge:

Amount of charge (if known):

PRESCRIBED INFORMATION

Particulars of Building Indemnity Insurance

Note—Building indemnity insurance is not required for—

- (a) domestic building work for which approval under the *Planning, Development and Infrastructure Act 2016*, the repealed *Development Act 1993* or the repealed *Building Act 1971* is or was not required; or
- (b) minor domestic building work (see section 3 of the *Building Work Contractors Act 1995*); or
- (c) domestic building work commenced before 1 May 1987; or
- (d) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* applies under the *Building Work Contractors Regulations 2011*; or
- (e) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* has been granted under section 45 of that Act.

Details of building indemnity insurance still in existence for building work on the land:

Building Indemnity Insurance is required...**Yes / No / Council holds no record** (refer above note):

- 1 Name(s) of person(s) insured:
- 2 Name of insurer:.....
- 3 Limitations on the liability of the insurer:.....
- 4 Name of builder:.....
- 5 Builder's licence number:
- 6 Date of issue of insurance:.....
- 7 Description of insured building work:.....
.....
.....

Exemption from holding insurance:

If particulars of insurance are not given, has an exemption been granted under section 45 of the *Building Work Contractors Act 1995* from the requirement to hold an insurance policy in accordance with Division 3 of Part 5 of that Act?

* **Yes / No / Council holds no record**

If **YES**, give details:

- (a) Date of the exemption:
- (b) Name of builder granted the exemption:
- (c) Licence number of builder granted the exemption:
- (d) Details of building work to which the exemption applies:.....
.....
.....
- (e) Details of conditions (if any) to which the exemption is subject:.....
.....
.....

Certified – Development Section..... Date.....

PRESCRIBED INFORMATION

Particulars relating to Environment Protection

Further information held by councils

Does the council hold details of any development approvals relating to—

- (a) commercial or industrial activity at the land; or
- (b) a change in the use of the land or part of the land (within the meaning of the *Development Act 1993*) or the *Planning, Development and Infrastructure Act 2016*?

*YES/NO

Note—

The question relates to information that the council for the area in which the land is situated may hold. If the council answers "YES" to the question, it will provide a description of the nature of each development approved in respect of the land. The purchaser may then obtain further details from the council (on payment of any fee fixed by the council). However, it is expected that the ability to supply further details will vary considerably between councils.

A "YES" answer to paragraph (a) of the question may indicate that a ***potentially contaminating activity*** has taken place at the land (see sections 103C and 103H of the *Environment Protection Act 1993*) and that assessments or remediation of the land may be required at some future time.

It should be noted that—

- (a) the approval of development by a council does not necessarily mean that the development has taken place;
- (b) the council will not necessarily be able to provide a complete history of all such development that has taken place at the land.

ATTACHMENTS

Attachment – Development Conditions



Adelaide City Council
 ARN 70 903 762 572
 Customer Centre
 25 Pirie Street Adelaide
 South Australia
 GPO Box 2252 Adelaide SA 5001

Enquiries: Rebecca Thomas (8203 7343)
 Reference: 2000/03034

Tel 08 8203 7203
 Fax 08 8203 7575
 Email city@adelaide.sa.gov.au

DECISION NOTIFICATION FORM

FOR DEVELOPMENT APPLICATION	DATED 08 July 2002	DEVELOPMENT NUMBER DA/502/2002
	REGISTERED ON 24 July 2002	

TO: FERRAGAMO DEVELOPMENTS P/L
 45 Ninth Ave
 ST PETERS SA 5069

LOCATION OF PROPOSED DEVELOPMENT: Collision Repairs, 10 Crowther Street, ADELAIDE SA 5000

Nature of Proposed Development: **Demolish encroaching building**

From FERRAGAMO DEVELOPMENTS P/L

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	Granted	06 August 2002	1
Provisional Building Rules Consent	Granted	06 August 2002	Nil
Development Approval	Approved	06 August 2002	1

Details of the building classification and the approved number of occupants under the Building Code are attached.

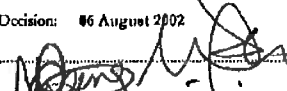

representation(s) from third parties concerning your category 3 proposal were received:

If there were third party representations, any consent/approval or consent/approval with conditions does not operate until the periods specified in the Act have expired.

Reason for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the attached sheet.

No work can commence on this development unless a Development Approval has been obtained. If one or more consents have been granted on this Notification Form, you must not start any site works or building works or change the use of the land until you have also received notification of a Development Approval.

Date of Decision: 06 August 2002

Signed:  [] Development Assessment Commission or delegate
 [x] Council Chief Executive Officer or delegate
 Signed:  [] Private Certifier
 Date: 07/08/02 [3] Sheets Attached

PRESCRIBED INFORMATION

2

DEVELOPMENT NUMBER

DA/502/2002

FOR DEVELOPMENT APPLICATION: DATED 08 July 2002
REGISTERED ON 24 July 2002

LOCATION OF PROPOSED DEVELOPMENT: Collision Repairs, 10 Crowther Street, ADELAIDE SA 5000

CT: VOLUME: FOLIO:

CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT ARE AS FOLLOWS:

- 1. The development herein approved shall be undertaken in accordance with the plans and details accompanying the application to the satisfaction of Council except where varied by conditions below (if any).**

Reason: To ensure that the development is undertaken in accordance with the plans and details submitted.

PRESCRIBED INFORMATION



DECISION NOTIFICATION FORM

APPLICATION DATED: 08-Jul-2003 APPLICATION REGISTERED ON: 08-Jul-2003	FILE REFERENCE: 2000/03034 CONTACT OFFICER: Adam Newband 8203 7521 Mike Chang 8203 7488
--	---

Development Application: DA/529/2003	Applicant: FERRAGAMO DEVELOPMENTS P/L
Nature of Development: Construct two, two-storey semi-detached dwellings	Location: Land, 10 Crowther Street, ADELAIDE SA 5000

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	Granted	03 November 2003	3
Provisional Building Rules Consent	Granted	12 August 2004	3
Development Approval	Granted	01 September 2004	6

~~Details of the building classification and the approved number of occupants under the Building Code are attached.~~

~~# representation(s) from third parties concerning your category 3 proposal were received.~~

~~If there were third party representations, any consent/approval or consent/approval with conditions does not operate until the periods specified in the Act have expired.~~

Reason for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the attached sheet.

No work can commence on this development unless a Development Approval has been obtained. If one or more consents have been granted on this Notification Form, you must not start any site works or building works or change the use of the land until you have also received notification of a Development Approval.

Date of Decision: 01 September 2004

Development Assessment Commission or delegate

Signed: 


Council Chief Executive Officer or delegate

Private Certifier

Date: 1/9/2004

5 Sheets Attached

PREScribed INFORMATION

 ADELAIDE CITY COUNCIL	CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT
---	---

Development Application: DA/529/2003
Applicant: FERRAGAMO DEVELOPMENTS P/L
Location: Land, 10 Crowther Street, ADELAIDE SA 5000

1. The development granted Provisional Development Plan Consent shall be undertaken in accordance with the amended plans dated 29 September 2003 and details submitted to the satisfaction of Council except where varied by conditions below (if any).


Reason: To ensure that the development is undertaken in accordance with the amended details

2. A permanent paved barrier (continuous reinforced concrete slab or similar) shall be provided to the whole site to restrict direct access and prevent infiltration to underlying soils. Such paved barrier shall remain in place indefinitely whilst the site enjoys residential use.

Reason: To ensure compliance with National Environment Protection Measure requirements.

3. Underground service trenches shall be backfilled with imported soils satisfying unrestricted use criteria (formerly classed as "clean fill").

Reason: To ensure compliance with National Environment Protection Measure requirements.

 ADELAIDE CITY COUNCIL	CONDITIONS OF PROVISIONAL BUILDING RULES CONSENT
---	---

Development Application: DA/529/2003
Applicant: FERRAGAMO DEVELOPMENTS P/L
Location: Land, 10 Crowther Street, ADELAIDE SA 5000

The private certifier has imposed 3 conditions.

PREScribed INFORMATION

CARLO SCINTO & ASSOCIATES PTY LTD
ABN 38 631 545 526

Job No.: CSA1866



DECISION NOTIFICATION FORM

FOR DEVELOPMENT APPLICATION: Dated:
Registered On:
Development No.: DA/529/2003

125 Portrush Road
Evandale
SA 5069 Australia

Telephone
(08) 8362 6899

Mobile
0412 444 262

Facsimile
(08) 8362 6811

TO:
FERRAGAMO DEVELOPMENTS
45 NINTH AVENUE
ST PETERS SA 5069

LOCATION OF PROPOSED DEVELOPMENT:

House No.: 10 Lot No.: Street: CROWTHER STREET
Suburb: ADELAIDE Postcode: 5000

NATURE OF PROPOSED DEVELOPMENT:

DWELLINGS (2 TWO STOREY) & GARAGES (2)

In respect of this proposed development you are informed that:

Nature of Consent	Consent Granted	Number of Conditions	Not Applicable
Provisional Development Plan Consent			
Provisional Building Rules Consent	12/8/04	3	
Land Division (Torrens/Strata)			
Public Space			
Other			
DEVELOPMENT APPROVAL	Still Required	-	-

Details of the building classification and the approved number of occupants under the Building Code are attached (if applicable).

If there were third party representations, any consent/approval or consent/approval with conditions does not operate until the periods specified in the Act have expired. Reasons for this decision, any conditions imposed and the reasons for imposing those conditions are set out on the attached sheet.

Signed:

A handwritten signature in black ink, appearing to be 'A. Scinto', is written over the 'Signed:' label and extends across the signature options.

() Council Chief Executive Officer or Delegate

(db) Private Certifier

(2) Sheets Attached

Date: 12 August, 2004

PREScribed INFORMATION

CARLO SCINTO & ASSOCIATES PTY LTD
ABN 38 631 545 536

Job No.: CSA1866



PROVISIONAL BUILDING RULES CONSENT SECTION 42 OF THE DEVELOPMENT ACT 1993

Building work: Dwellings (2 Two Storey) & Garages (2)
Site address: 10 Crowther Street, Adelaide SA 5000
Applicant: Ferragamo Developments
Owner: Ferragamo Developments
Classification: 1a & 10a

125 Portrush Road
Evandale
SA 5069 Australia
Telephone
(08) 8362 6899
Mobile
0412 444 262
Facsimile
(08) 8362 6811

Development No: DA/529/2003

CONDITIONS OF CONSENT

1..Easements of support in respect to the party wall shall be created over their respective land and these easements shall be registered under the Real Property Act 1886 or under the Registration Of Deeds Act 1935 (as the case may require).

Section 61 (1) (e)

2..A copy of the Certificate of Building Indemnity Insurance in relation to domestic building work required under Section 34 of the Building Work Contractors Act, 1996 shall be submitted to council prior to work being commenced.

Regulation 21

3..The proposed ventilated skylights to the upper floor shall be located no closer than 900mm from the proposed party wall.

BCA-Part 3.7.1.10

Notes:

Set-off dimensions shall be from the allotment boundaries and not necessarily the fence lines.

A person proposing to undertake or undertaking building work on land (or who is in charge of such work) must give Council notice at stages prescribed in Regulation 74.

As the building owner proposes to carry out work of a prescribed nature in accordance with the building regulations, that is work which affects the stability of other land or premises, the building owner, must, at least 28 days before the building work is commenced cause to be served on the owner of the affected land or premises a notice of intention to perform the building work and the nature of that work, as required by Section 60.

This application has been assessed on the understanding that the internal stairway is to be strictly in accordance with standard details from Top Stairs and Staff Pty Ltd (calculations and details by Factor Consulting Engineers Pty Ltd in July 1991 and February 1992). Any alteration to these standard details shall require a separate or amended consent.

The head height in all stairways shall be a minimum of 2.0 metres measured vertically above the nosing line.

The height of the damp proof courses or flashing shall be no less than 150mm above the adjacent finished ground level for all walls along the allotment boundary and 75mm above the finished paved or concrete areas graded no steeper than 1 in 20 for the first metre away from the building for all other walls.

Wet area details including floor grades, set downs and impervious surfaces shall comply with the Minister's Specification SA F1.7, including provision of drainage flanges.

All glazing shall be in accordance with AS 1288 & AS 2047, including safety glass for full height windows, glazed doors, side panels and windows located over or adjacent to a bath/shower.

PREScribed INFORMATION

Job No.: CSA1866

A person must not occupy a Class 1a building under the Building Code before a notice of completion of building work is given. The relevant person (a licensed builder or if no such builder exists, a registered building work supervisor or a private certifier) must provide a written statement to the relevant authority in accordance with the requirements of regulation 83AB. This statement must declare that the building work carried out on the building is in accordance with the relevant approval (disregarding any variations of a minor nature which has no adverse effect on the structural soundness or safety of the building, or on the health of the occupants of the building, or any variation undertaken with the written consent of the relevant authority).

The discharge of stormwater along council land requires the consent of the council prior to the commencement of siteworks (seek advice from Council's Engineering Department).

The sealed stormwater system should be constructed strictly in accordance with the engineers design and details (this will generally require inspection points at certain locations to allow for continual maintenance).

The proposed building(s) must be protected against attack by subterranean termites in accordance with AS3660.1. The owner must be aware that a durable notice must be permanently fixed to the building in a prominent location, such as a metre box or the like, indicating (i) The method of termite risk management, and (ii) The date of installation of the system, and (iii) where a chemical barrier is used, its life expectancy as listed on the National Registration Authority label, and (iv) The installer's or manufacturer's recommendations for the scope and the frequency of future inspections for termite activity.

The footing system has not been designed for tree effects. (Future planting may have an impact on the performance of the footing system. For further information, refer to the Footing Construction Report or seek advice from the design engineer).

The fire hazard properties of materials within the proposed buildings shall comply with BCA-Part 3.7.1.9 (sarking type materials in the roof shall have a flammability index not greater than 5 and flexible ductwork used for the transfer of products initiating from a heat source that contains a flame shall comply with the fire hazard properties set out in AS 4254)

Please be aware: This consent does not imply compliance with the (State) Electricity Act 1996 as amended or the regulations thereunder. This Act is outside the guidelines of the Building Code of Australia. It is therefore the responsibility of the owner and the person erecting the building to ensure compliance with same.

Carlo Scinto & Associates Pty Ltd
Private Certifier

.....
Carlo Scinto
12 August 2004

PRESCRIBED INFORMATION



DECISION NOTIFICATION FORM

APPLICATION DATED: 20-Sep-2004 APPLICATION REGISTERED ON: 20-Sep-2004	FILE REFERENCE: 2000/03034 CONTACT OFFICER: Rick Hutchins 8203 7241
--	--

Development Application:	CO/39/2004 (020/C055/04 – Unique ID 10720)
Applicant:	FERRAGAMO DEVELOPMENTS P/L
Nature of Development:	Community Titles - create 2 titles from 1
Location:	Land, 10 Crowther Street, ADELAIDE SA 5000

In respect of this proposed development you are informed that:

NATURE OF CONSENT	CONSENT STATUS	DATE OF DECISION	NO. OF CONDITIONS
Provisional Development Plan Consent	Granted	16 December 2004	1
Community Title Consent	Granted	16 December 2004	3
Development Approval	Granted	16 December 2004	4

~~Details of the building classification and the approved number of occupants under the Building Code are attached.~~

~~# representation(s) from third parties concerning your category 3 proposal were received.~~

~~If there were third party representations, any consent/approval or consent/approval with conditions does not operate until the periods specified in the Act have expired.~~

Reason for this decision, any conditions imposed, and the reasons for imposing those conditions are set out on the attached sheet.

No work can commence on this development unless a Development Approval has been obtained. If one or more consents have been granted on this Notification Form, you must not start any site works or building works or change the use of the land until you have also received notification of a Development Approval.

Date of Decision: 16-Dec-2004 Development Assessment Commission or delegate

Council Chief Executive Officer or delegate

Signed: *Rick Hutchins* Private Certifier

Date: 17/12/2004 Sheets Attached

PREScribed INFORMATION



CONDITIONS OF PROVISIONAL DEVELOPMENT PLAN CONSENT

Development Application: CO/39/2004 (020/C055/04 – Unique ID 10720)
Applicant: FERRAGAMO DEVELOPMENTS P/L
Location: Land, 10 Crowther Street, ADELAIDE SA 5000

1. The development granted Development Approval shall be undertaken in accordance with the plans/amended plans and details submitted to the satisfaction of Council except where varied by conditions below (if any).

Reason: To ensure that the development is undertaken in accordance with the amended details



CONDITIONS OF LAND DIVISION (COMMUNITY TITLE) CONSENT

Development Application: CO/39/2004 ((020/C055/04 – Unique ID 10720)
Applicant: FERRAGAMO DEVELOPMENTS P/L
Location: Land, 10 Crowther Street, ADELAIDE SA 5000

1. The financial, easement and internal drain requirements for water and sewerage services of the SA Water Corporation, if any, being met.

Reason: To satisfy the requirements of the Development Assessment Commission.

2. Payment of \$2770 shall be made into the Planning and Development Fund (1 allotment @ \$2770 per allotment). Cheques to be made payable and marked "Not Negotiable" to the Development Assessment Commission and payment made at Level 5, 136 North terrace, Adelaide, or sent to GPO Box 1815, Adelaide, 5001, or via the internet at www.planning.sa.gov.au

Reason: To satisfy the requirements of the Development Assessment Commission.

3. Two copies of a certified survey plan shall be lodged with the Development Assessment Commission for Certificate purposes.

Reasons: To satisfy the requirements of the Development Assessment Commission.

Data Extract for Section 7 search purposes

Valuation ID 0201185996

Data Extract Date: 16/05/2024

Parcel ID: C22998 F1

Certificate Title: CT5946/76

Property Address: 10 CROWTHER ST ADELAIDE SA 5000

Zones

Capital City (CC)

Subzones

No

Zoning overlays

Overlays

Airport Building Heights (Regulated) (All structures over 70 metres AHD)

The Airport Building Heights (Regulated) Overlay seeks to ensure building height does not pose a hazard to the operation and safety requirements of commercial and military airfields.

Affordable Housing

The Affordable Housing Overlay seeks to ensure the integration of a range of affordable dwelling types into residential and mixed use development.

Building Near Airfields

The Building Near Airfields Overlay seeks to ensure development does not pose a hazard to the operational and safety requirements of commercial and military airfields.

Design

The Design Overlay seeks to ensure significant development positively contributes to the liveability, durability and sustainability of the built environment through high-quality design.

Hazards (Flooding - Evidence Required)

The Hazards (Flooding - Evidence Required) Overlay adopts a precautionary approach to mitigate potential impacts of potential flood risk through appropriate siting and design of development.

Noise and Air Emissions

The Noise and Air Emissions Overlay seeks to protect new noise and air quality sensitive development from adverse impacts of noise and air emissions.

PRESCRIBED INFORMATION

Prescribed Wells Area

The Prescribed Wells Area Overlay seeks to ensure sustainable water use in prescribed wells areas.

Regulated and Significant Tree

The Regulated and Significant Tree Overlay seeks to mitigate the loss of regulated trees through appropriate development and redevelopment.

Is the land situated in a State Heritage Place/Area

No

Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.

<http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx>

Is the land designated as a Local Heritage Place

No

Open the SA Heritage Places Database Search tool to find the locations' Heritage Place Details.

<http://maps.sa.gov.au/heritagesearch/HeritageSearchLocation.aspx>

Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code (the Code) to be a significant tree or trees on the land?

(Note: there may be regulated and/or significant trees on the land that are not listed in the Code - see below).

No

Under the Planning, Development and Infrastructure Act 2016 (the Act), a tree may be declared as a significant tree in the Code, or it may be declared as a significant or regulated tree by the Planning, Development and Infrastructure (General) Regulations 2017. Under the Act, protections exist for trees declared to be significant and/or regulated trees. Further information regarding protected trees can be found on the PlanSA website: <https://plan.sa.gov.au/>

Open the Online Planning and Design Code to browse the full Code and Part 10 - Significant Trees for more information.

<https://code.plan.sa.gov.au/>

PRESCRIBED INFORMATION

Associated Development Authorisation Information

A Development Application cannot be enacted unless the Development Authorisation for Development Approval has been granted.

No

Land Management Agreement (LMA)

No

Schedule of Insurance

Class of Policy: Community Title Insurance Policy	Policy No: ST500764
The Insured: COMMUNITY CORPORATION 22998 INC	Invoice No: 183660
	Our Ref: COMMU22998

This policy has been placed with
 Corporate H/Unit U/W Agencies P/L
 ABN 18 001 580 070
 GROUND FLOOR, 208 GREENHILL ROAD EASTWOOD

Corporate H/Unit U/W Agencies P/L is underwritten by
 QBE Insurance (Australia) Limited
 ABN 78 003 191 035
 LEVEL 16, 45 PIRIE STREET ADELAIDE SA 5000

IMPORTANT INFORMATION ABOUT YOUR RENEWAL

Please find the details of your current renewal below. Please check all the details are correct and accurately reflect the risk you wish to cover. If you have any queries, please contact this office.

 This schedule is subject to the limitations, conditions and additional excesses applicable to the relevant insurance policy issued by the Underwriter.

PRINCIPAL UNINSURED PROPERTY / PERILS / RISKS

Various exclusions and uninsured areas apply to all parts of this policy. Please refer to the policy document for full details.

YOUR DUTY OF DISCLOSURE - WHAT YOU NEED TO TELL US

A renewal of insurance is a new insurance contract and you are required to tell your Insurer anything that you know or should know could affect their decision to insure you. If you do not tell us this information, your Insurer can reduce the amount of a claim, or they can treat your policy as if it never existed.

Please Read;

https://secure.ermonline.com.au/ccx360/gateway/intranet_gateway.cfm?eu=TU-D8754936-F593-7510-ABC2C1C0017F76CA-D8754937-AF5F-13A8-5D5236E3B9B19A89

 CHU Community Association Insurance Plan

Policy Number	ST500764
Policy Wording	CHU COMMUNITY ASSOCIATION INSURANCE PLAN
The Insured	COMMUNITY CORPORATION NO 22998 INC
Situation	10-10A CROWTHER STREET ADELAIDE SA 5000
Policy Period	28/09/2023 to 28/09/2024 at 4:00pm

Policies Selected	
Policy 1 – Community Property	Sum Insured
Community property:	\$82,198 (Last Year: \$78,284)
Community income:	\$12,329 (Last Year: \$11,742)
Common area contents:	\$0
Policy 2 – Liability to Others	\$20,000,000
Policy 3 – Voluntary Workers	
Death:	\$200,000
Total Disablement:	\$2,000 per week
Policy 4 – Workers Compensation	Not Available
Policy 5 – Fidelity Guarantee	\$100,000

Schedule of Insurance

Page 4 of 4

Class of Policy: Community Title Insurance Policy	Policy No: ST500764
The Insured: COMMUNITY CORPORATION 22998 INC	Invoice No: 183660
	Our Ref: COMMU22998

Policy 6 – Office Bearers’ Legal Liability Not Selected

Policy 7 – Machinery Breakdown Not Selected

Policy 8 – Catastrophe Insurance Not Selected

Policy 9 – Government Audit Costs and Legal Expenses

Part A: Government Audit Costs: \$25,000

Part B: Appeal expenses – common property health & safety breaches: \$100,000

Part C: Legal Defence Expenses: \$50,000

Flood Cover is included.

Flood Cover Endorsement

Flood cover is included.

The following terms and conditions of Your Policy is hereby amended by this endorsement and should be read in conjunction with, and as forming part of Community Association Insurance Plan.

Policy 1, Exclusion 4 'We will not pay for Damage caused by Flood' is hereby removed.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Excesses

Policy 1 – Community Property

Standard: \$300

Other excesses payable are shown in the Policy Wording

Please Note: This policy does NOT cover Lot Owner's Liability, Contents, including fixtures, fittings, carpets, curtains, furniture, floating floor boards, Rent Default, Malicious damage by tenant, etc - refer to the policy wording. A separate policy is needed if cover is required for these items.

Legal guide:

https://www.dropbox.com/s/hgvf68yqt97pm9a/Community%20Titles_a%20legal%20guide.pdf?dl=0

Section 48 Notice

This notice is to be retained by the Tenant



Information to be provided by landlords to tenants

Section 48 of the *Residential Tenancies Act 1995* requires that a landlord must ensure that a tenant is given, before or at the time the landlord and tenant enter into a residential tenancy agreement certain information.

1. **AGENT:** Company Name/Legal Entity:
 Company Representative:
 ABN (if applicable): RLA No:
 Street 1:
 Street 2:
 Suburb: State: Postcode:
 Telephone: W: M:
 Email:

Address for service of documents if different to above:

2. **LANDLORD 1:** Full Name:
 Address for service of documents for Landlord 1 (cannot be Agent's address for service):
 Street 1:
 Street 2:
 Suburb: State: Postcode:
 ABN (if applicable):

- LANDLORD 2:** Full Name:
 Address for service of documents for Landlord 2 if different from Landlord 1 (cannot be Agent's address for service):
 Street 1:
 Street 2:
 Suburb: State: Postcode:
 ABN (if applicable):

If landlord is a company, address of registered office of the company if different to above:

- Street 1:
 Street 2:
 Suburb: State: Postcode:

Are there additional landlords? Yes If yes, refer to Annexure - Additional Landlords

3. **PERSON(S) WITH SUPERIOR TITLE TO LANDLORD** (if applicable)

 Street 1:
 Street 2:
 Suburb: State: Postcode:
 ABN (if applicable):

INITIALS

Initials not required if using electronic signature

Section 48 Notice

This notice is to be retained by the Tenant



4. EMBEDDED ELECTRICITY NETWORK (if applicable)

An embedded network is when the electrical wiring is configured in such a way as to allow the owner of the site to sell energy to all the tenants and residents based there. This can be found in apartment blocks, retirement villages, shopping centres and caravan parks.

The owner of the site that has an embedded network will usually buy energy from a energy retailer and then 'onsell' the energy to the different consumers at the site.

In many cases, the electricity will be cheaper than what is available from an authorised retailer. In addition, you have the following consumer protections:

- Flexible payment options if you are experiencing financial difficulty
- Clear and set time frames for receiving and paying bills
- Complaints handling arrangements
- Energy charges that are no higher than the standing offer prices that a local area retailer can charge contracted consumers
- Clear and reasonable disconnection procedures.

You may also have the option to buy your electricity from an authorised energy retailer if you so wish.

RETAILER FOR THE EMBEDDED NETWORK

Name: ABN:

Website address:

Phone: Email:

Applicable electricity tariffs:

METERING ARRANGEMENTS AND POTENTIAL COSTS

COST APPORTIONMENT PER KILOWATT HOUR FOR BUNDLED UTILITIES

INITIALS
Initials not required if using electronic signature

Residential Tenancy Agreement: Schedule



This is a residential tenancy agreement and the parties to the agreement should consider obtaining legal advice about their rights and obligations under the agreement.

1. **AGENT:** Company Name/Legal Entity:
 Company Representative:
 ABN (if applicable): RLA No:
 Street 1:
 Street 2:
 Suburb: State: Postcode:
 Telephone: W: M:
 Email:
 The Agent consents to the above email address being used for the purposes of service under the *Residential Tenancies Act 1995*.

2. **LANDLORD 1:** Full Name:
 Address for service of documents for Landlord 1 (cannot be Agent's address for service):
 Street 1:
 Street 2:
 Suburb: State: Postcode:
 ABN (if applicable):
LANDLORD 2: Full Name:
 Address for service of documents for Landlord 2 if different from above (cannot be Agent's address for service):
 Street 1:
 Street 2:
 Suburb: State: Postcode:
 ABN (if applicable):
 Are there additional landlords? Yes If yes, refer to Annexure - Additional Landlords

3. **TENANT 1:** Full Name: Telephone:
 Email address for service of documents:
TENANT 2: Full Name: Telephone:
 Email address for service of documents:
TENANT 3: Full Name: Telephone:
 Email address for service of documents:
TENANT 4: Full Name: Telephone:
 Email address for service of documents:
 Are there additional Tenants? Yes If yes, refer to Annexure - Additional Tenants

4. **PREMISES**
 Street 1:
 Street 2:
 Suburb: State: Postcode:

5. **TERM**
 Fixed: Commencement Date: / / End Date: / /
 Periodic: Commencement Date: / / and continues until terminated in accordance with this Agreement

INITIALS
Initials not required if using electronic signature

Residential Tenancy Agreement: Schedule



6. RENT

Amount: Words: \$

Per (period):

Payable in advance: Weekly Fortnightly Calendar monthly

Payments: First Payment of on / / with the

next payment of on / /

and thereafter: on the of each

Payment Method: Internet Transfer  Other

Note: Payment of rent will be taken to have been made when it is credited to the bank account. The Tenant must take into consideration any delays in crediting the bank account caused by the method of rent payment.

7. BOND

Words: \$

8. OUTGOINGS (Clause 3.1.3)

- All water usage costs adjusted for the period of tenancy
- All water usage costs in excess of kL per annum, with such allowance to be adjusted for the period of tenancy
- All water supply charges adjusted for the period of tenancy
- No charge for water
- Other (specify)

If the Property is not individually metered for a service, the Tenant must pay an apportionment of the cost of the service as set out below:

Service	Apportionment
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

9. INSURANCE (Clause 3.1.13)

Responsibility for insurance of the premises Landlord

Responsibility for insurance of contents of the premises (for property other than that of the Landlord) Tenant

10. EXCLUSION OF ANY PART OF PROPERTY

Parts of property not included in this agreement:

NIL

11. REPAIR INSTRUCTIONS

Always contact Agent

Nominated contact

Contact 1:

Name: Telephone:

Contact 2:

Name: Telephone:

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Initials not required if using electronic signature

Residential Tenancy Agreement: Schedule



12. PETS APPROVED PRIOR TO COMMENCEMENT OF TENANCY

Yes N/A

If yes, refer to Annexure - Pet Agreement

13. ADDITIONAL CONDITIONS

N/A As detailed below See annexure

Change of tenant fee equivalent to 1 weeks rent. The tenant that wishes to vacate the premises will be required to pay a change of tenant fee of 1 weeks rent prior to the change of tenancy being finalised.
Tenants acknowledges the property is for sale and the sales agent will be conducting open inspections throughout the tenancy giving the appropriate notice to the tenant.

INITIALS
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Residential Tenancy Agreement: Terms and Conditions



1. AGREEMENT

The Landlord agrees to rent the Property to the Tenant in accordance with the terms and conditions of this Agreement.

2. DEFINITIONS AND INTERPRETATION

In this Agreement, unless a contrary intention appears:

- 2.1 "Act" means the *Residential Tenancies Act 1995*;
- 2.2 "Agent" means the person or organisation specified in Item 1 of the Schedule;
- 2.3 "Ancillary Property" means the property identified or specified in the Inspection Sheet;
- 2.4 "Bond" means the amount specified in Item 7 of the Schedule;
- 2.5 "Landlord" means the person or organisation specified in Item 2 of the Schedule;
- 2.6 "Members" are the individuals and entities which hold current subscription and membership with REISA including but not limited to real estate agents;
- 2.7 "Personal information" is information as defined by the *Privacy Act 1988*;
- 2.8 "Premises" means the premises the subject of this Agreement specified in Item 4 of the Schedule;
- 2.9 "REISA" or "We" or "Us" means the Real Estate Institute of South Australia Limited;
- 2.10 "Property" means the Premises and the Ancillary Property (if any);
- 2.11 "Rent" means the amount specified in Item 6 of the Schedule and/or as varied in accordance with this Agreement;
- 2.12 "Tenancy" means the duration of the occupancy or possession of the Property by this Agreement;
- 2.13 "Tenant" means the person or organisation specified in Item 3 of the Schedule;
- 2.14 "Term" means the period this Agreement remains in force specified in Item 5 of the Schedule.

The singular includes the plural and vice versa and references to natural persons include corporations and vice versa. Where more than one person is a party to this Agreement, the terms and conditions to be performed by them bind each party jointly and severally.

3. TENANT'S RIGHTS AND OBLIGATIONS

3.1 Subject to the provisions of the Act the Tenant must:

- 3.1.1 pay the Rent to the Agent in full in the manner and at the times specified in Item 6 of the Schedule, unless the Agent has given the Tenant a notice in writing setting out an alternative method;
- 3.1.2 pay the Bond to the Agent;
- 3.1.3 pay all outgoings of the Property to the Agent including gas, electricity, telephone and oil, together with rates and charges for water specified in Item 8 of the Schedule, within fourteen (14) days of receipt of a notice for payment;
- 3.1.4 keep the Property clean and secure, immediately notify the Landlord or the Agent of any damage to the Property and immediately report to the Landlord or the Agent any breakdown or fault in the equipment, electrical, smoke detectors or plumbing services in or on the Property;
- 3.1.5 pay the cost of repair to "the Plumbing" (as defined in clause 3.2.3) when damage to it is as a result of a breach by the Tenant of this Agreement;
- 3.1.6 keep the Property clear of rubbish, place household rubbish in a bin of the type approved by the local council, put the bin out for collection on the day of collection and retrieve it as soon as possible after it has been emptied;
- 3.1.7 regularly mow the lawn, weed and water the garden to at least maintain any garden that is part of the Property to the same standard as applied at the commencement of the Term;
- 3.1.8 keep all drains clear and not intentionally nor negligently do anything that will interfere with the proper operation of any Plumbing or drainage system on the Property;
- 3.1.9 use the Premises solely as a place of residence;
- 3.1.10 pay the cost of any repairs necessary because of damage to the Property as the result of an act or omission of the Tenant or any invitee of the Tenant;
- 3.1.11 return to the Agent's office the completed Inspection Sheet required by the Regulations under the Act within fourteen (14) days of the commencement of the Term, together with details of any disputed item on that Inspection Sheet;
- 3.1.12 where the Property includes a swimming pool or spa:
 - 3.1.12.1 supply and bear the cost of all necessary labour, chemicals and treatments to maintain the present condition of the swimming pool or spa;
 - 3.1.12.2 observe any instructions from the Landlord about the use or maintenance of the swimming pool or spa, including the correct chemical levels;
 - 3.1.12.3 not drain the swimming pool or spa without prior written consent of the Landlord;
 - 3.1.12.4 advise the Landlord or the Agent immediately upon becoming aware of any equipment, including fences or gates, being damaged or malfunctioning or of the condition of the pool or spa deteriorating such that remedial treatment is required;
- 3.1.13 effect and maintain any policy of insurance specified in Item 9 of the Schedule during the Term and, on demand, produce to the Landlord or the Agent a certificate of currency for that insurance;

INITIALS

Initials not required if using electronic signature

Residential Tenancy Agreement: Terms and Conditions



- 3.1.14 indemnify and keep indemnified the Landlord and the Agent in respect of loss incurred or suffered as a result of any breach of this Agreement by the Tenant or any negligent act arising from the Tenant's use of the Property;
- 3.1.14.1 this indemnity includes, without limitation, loss due to bodily injury, sickness, or death or loss, destruction or damage to property;
- 3.1.14.2 this indemnity survives the expiration or termination of this Agreement.

3.2 The Tenant must not without the prior written consent of the Landlord:

- 3.2.1 use, cause or permit the Property to be used for an illegal or unauthorised purpose;
- 3.2.2 intentionally or negligently cause or allow others to intentionally or negligently damage the Property (including by driving nails, plugs or screws or fixing any adhesive material to any part of the Property);
- 3.2.3 use any sink, basin, bath, lavatory, drain or similar facility ("the Plumbing") in or connected to the Property for other than their intended purpose;
- 3.2.4 damage the Plumbing or the drainage or sewerage systems of the Property;
- 3.2.5 affix any fixture or make any renovation, alteration or addition to the Property;
- 3.2.6 remove or alter any fixture or device on the Property;
- 3.2.7 cause or permit a nuisance or any interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the Property;
- 3.2.8 assign this tenancy or sublet the Property. The Landlord may charge their reasonable expenses to the Tenant in giving consent to or considering an application for consent from the Tenant to sublet the Property or assign their interest in the tenancy;
- 3.2.9 affix any television antenna, cable TV or satellite dish to the Property;
- 3.2.9.1 it is acknowledged by the tenant that the landlord and/or the agent do not represent or guarantee that a telephone line or a television aerial is connected to the Premises, even if one or more telephone / aerial plug/s is located in the Premises;
- 3.2.10 install any air-conditioning unit on or in the Premises;
- 3.2.11 keep any animals (including reptiles, mammals, birds, poultry or fish) on the Property;
- 3.2.12 permit any bicycle or motor cycle to be brought into the living areas of the Premises or left anywhere in or near the Premises other than in an agreed parking place;
- 3.2.13 place any advertisement, notice or sign on or in the Property;
- 3.2.14 interfere with any machinery, plant or equipment belonging to the Landlord on the Property other than to operate it in accordance with the Landlord's or the manufacturer's instructions;
- 3.2.15 alter, remove or add any locks or other security devices to the Property. In the event consent is granted, the Tenant must supply any key, device or updated security code to the Agent as soon as practicable;
- 3.2.16 cause or permit smoking within the Premises.
- 3.3 Where the Premises are a unit or lot under the *Strata Titles Act 1988* or the *Community Titles Act 1996* or are comprised in another form of multiple dwelling, the Tenant must not breach or permit a breach of the applicable Act or the Articles/By Laws of the Corporation made under that Act, or (in regard to other premises) of any Articles or Rules that apply and in particular must not:
- 3.3.1 park any motor vehicle or motor cycle in any place other than an allotted parking space;
- 3.3.2 deposit any rubbish around the Property or any neighbouring properties other than in a bin provided for the purpose;
- 3.3.3 place any pot or plant container or personal items on any window sill, balustrade, balcony or passageway or in any common areas;
- 3.3.4 hang washing anywhere other than in areas provided for that purpose;
- 3.3.5 use any communal laundry outside the times set by the Corporation.

4. LANDLORD'S RIGHTS AND OBLIGATIONS

4.1 Subject to the Act, the Landlord must:

- 4.1.1 provide the Property in a reasonable state of cleanliness;
- 4.1.2 provide and maintain the Property in a reasonable state of repair having regard to its age, character and prospective life, however the Landlord will not be regarded as being in breach of the obligation to repair unless the Landlord has been given written notice by the Tenant of the defect requiring repair and the Landlord fails to act with reasonable diligence to have the defect repaired;
- 4.1.3 provide and maintain such locks and other devices as are necessary to ensure that the Property is reasonably secure;
- 4.1.4 pay all rates, taxes and charges imposed in respect of the Property other than rates and charges for water that are agreed to be paid by the Tenant and specified in Item 8 of the Schedule;
- 4.1.5 allow the Tenant to have quiet enjoyment of the Property during the Term.

4.2 The Landlord must not:

- 4.2.1 cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Property;

INITIALS

Initials not required if using electronic signature

Residential Tenancy Agreement: Terms and Conditions



4.2.2 except where the Tenant is in default of this Agreement, alter, remove or add any lock or device of the type referred to in clause 4.1.3 without the Tenant's written or verbal consent.

4.3 Subject to the Act, the Landlord may increase the Rent and Bond during the Term, even if this Agreement is for a fixed term. If the Agreement is for a fixed term, any rent increase during the Term must be either by mutual agreement or in accordance with clause 4.4.

4.4 By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:

4.4.1 the rent will be increased to \$ [] per [] on [] / [] / [] ;
and to \$ [] per [] on [] / [] / [] ; or

4.4.2 the rent increase can be calculated by the following method (set out details):

5. TERMINATION AND HOLDING OVER

The Landlord and Tenant agree:

- 5.1 this Agreement may only be terminated in accordance with the Act;
- 5.2 subject to clause 5.3, the Landlord may terminate this Agreement on seven (7) days notice to the Tenant if the Tenant breaches it in any respect whatsoever;
- 5.3 where the Landlord proposes to give a notice terminating this Agreement for non-payment of rent, the Rent must have been in arrears for at least fourteen (14) days before a notice of termination can be given;
- 5.4 if, with the approval of the Landlord, the Tenant remains in occupation of the Property after the expiration of the Term, this Agreement continues until determined by either party in accordance with the Act;
- 5.5 if the Tenant breaches this Agreement during its Term, and the Landlord re-lets the Property, then the Tenant will pay to the Agent the Landlord's reasonable re-letting costs including advertising, letting fee and any out of pocket expenses, together with the Rent to the date on which the Tenant is released (if applicable) from this Agreement;

6. COPYRIGHT AND INTELLECTUAL PROPERTY

The material in this Agreement is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the content, compilation and/or data inserted into the Agreement are owned or controlled for these purposes, and are reserved, by Us.

7. PRIVACY

- 7.1 We respect your right to privacy and are committed to safeguarding your privacy. We adhere to the Australian Privacy Principles contained in the Privacy Act 1988.
- 7.2 The Personal Information the Tenant provides in this Agreement, on other documents or collected from other sources including by being entered into forms generation software and /or on websites is necessary for the Agent to manage the Tenant's performance of its obligations under the Agreement and the Tenancy in general.
- 7.3 Personal information collected and stored about the Tenant prior to, during the course of the Tenancy and immediately following its termination or expiry or information already held on residential tenancy databases may be disclosed for the purpose for which it was collected to other parties including to the Landlord, referees, other agents, and third party operators of residential tenancy databases. If the Tenant fails to comply with its obligations under this Agreement, this fact and other relevant Personal Information collected about the Tenant may also be disclosed to the Landlord, third party operators of residential tenancy databases and/or other agents.
- 7.4 The Agent collects, stores and manages your Personal Information in accordance with its own privacy policy and/or practices.
- 7.5 By signing this Application, You expressly consent to the collection and use of the Personal Information as provided for in this Clause 7.
- 7.6 You authorise Us to collect, use and disclose Personal Information about you for the primary purpose of the supply or proposed supply to you of services and in accordance with our privacy policy available at www.reisa.com.au.

8. ELECTRONIC COMMUNICATION

The parties to this agreement each consent to either of them or their representatives signing this agreement or any Notices under the Act by electronic signature pursuant to the *Electronic Communications Act 2000* and delivering this Agreement or any Notices under the Act by email pursuant to the Act and the *Electronic Communications Act 2000*.

9. ADDITIONAL CONDITIONS

This Agreement includes such Additional Terms and Conditions as specified in Item 13 of the Schedule.

10. GENERAL

- 10.1 This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of this State.
- 10.2 If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

INITIALS
Initials not required if using electronic signature

Residential Tenancy Agreement: Execution Page



EXECUTED AS AN AGREEMENT

The Tenant(s) acknowledge receipt of:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Section 48 Notice | <input checked="" type="checkbox"/> Number of Keys <input type="text" value="TBC"/> |
| <input checked="" type="checkbox"/> A copy of this Agreement | <input checked="" type="checkbox"/> Number of Remote control devices <input type="text" value="TBC"/> |
| <input checked="" type="checkbox"/> Information Brochure (Residential Tenancies Act 1995) | <input type="checkbox"/> Strata Articles |
| <input checked="" type="checkbox"/> Property Condition Report (2 copies) | <input type="checkbox"/> Community Title By-laws |
| <input type="checkbox"/> Manufacturers' Manuals – refer Annexure | <input type="checkbox"/> Statutory Notice for Short Term Tenancy |
| <input type="checkbox"/> Additional fees and charges - refer Annexure | <input checked="" type="checkbox"/> Other <input type="text" value="RTA - TERMS ACKNOWLEDGED BY TENANT/s"/> |
| <input type="checkbox"/> Additional Conditions Annexure | <input type="checkbox"/> Other <input type="text"/> |

Signed by Tenant 1 Maggie Lim Date: 30/10/2024
 Tenant Name

Signed by Tenant 2 Chloe Lee Date: 30/10/2024
 Tenant Name

Signed by Tenant 3 Hiu Nam Leung Date: 30/10/2024
 Tenant Name

Signed by Tenant 4 Chia Hui Cheng Date: 04/11/2024
 Tenant Name

Signed by or on behalf of Landlord Reela Amaratidig Date: 04/11/2024
 Agent as authorised Landlord

Note:

- REISA recommends that you should not sign any contractual document unless you are satisfied that you understand its terms.
- Use of this Agreement by a non-member of REISA is a breach of Copyright.

NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES